

Town of



AMHERST

Massachusetts

TOWN HALL
4 Boltwood Avenue
Amherst, MA 01002-2351

ZONING BOARD OF APPEALS

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zoning@amherstma.gov

AGENDA
ZONING BOARD OF APPEALS
Public Hearing Continuation

The Amherst Zoning Board of Appeals will meet on ***Tuesday, January 24, 2017***, at **6:00 P.M. in the Town Room, Town Hall**, to conduct the following business:

PUBLIC HEARING:

(Continuation from January 5, 2017)

ZBA FY2017-00007 – North Square at the Mill District, Beacon Communities LLC, Request a Comprehensive Permit under M.G.L. Chapter 40B, to create a mixed-use, mixed-income development consisting of two new buildings containing 130 residential units, including 20% (26) affordable units, 22,000 square feet of non-residential space, approximately 299 parking spaces, and including site improvements, on approximately 5.3 acre leased site on a 12 acre property at 134 and 92 Montague Road, North Amherst (Map 5A, Parcel 42 and 139; Commercial (Com) and Residential Neighborhood (R-N) Zoning).

MEETING TOPICS

- Storm water, town water, sewer – feedback and updates from applicant and staff
- Traffic study and discussion including the third party review
- Property Management – feedback and updates
- Miscellaneous review and follow up of previous concerns
- Construction period – what to expect
- Conditions and waiver review

**NEXT BEACON MEETING, THURSDAY, JANUARY 26, 2017,
6:00 PM TOWN ROOM, TOWN HALL**

Plans and documents are available for viewing in the Planning Department, Amherst Town Hall, 4 Boltwood Avenue, Amherst, MA, and on the Town website at <http://ma-amherst3.civicplus.com/2268/North-Square-at-the-Mill-District>

MARK PARENT, CHAIR
AMHERST ZONING BOARD OF APPEALS

Proposed waivers as of January 5, 2017

**LIST OF REQUESTED EXEMPTIONS/
EXCEPTIONS/WAIVERS FROM THE APPLICABLE
TOWN OF AMHERST BYLAWS AND REGULATIONS
(As of ~~November 28, 2016~~ January 5, 2017)**

ZONING BYLAW

<u>Section</u>	<u>Provision</u>	<u>Requested Exemption/Exception/Waivers and Notes</u>
1. § 3.01 Use Regulations	The development or operation on a single lot of more than one dwelling or more than one of the Principal Uses described in Section 3.3 is expressly prohibited except where the Principal Uses are clearly complementary to each other, or where otherwise provided by this Bylaw.	The proposed Development will not be permitted through a Mixed Use Special Permit pursuant to Section 3.325 of the Zoning Bylaws. The Applicant seeks zoning relief to allow the proposed mixed use Development (including multifamily residential and commercial uses as shown on the Plans) as the residential and commercial uses are complementary to one another. A Comprehensive Permit may provide all local permits and approvals per M.G.L. c. 40B.
2. § 3.325 Use Table	Mixed Use Building requires Site Plan Review and if more than 10 dwelling units located above the first floor in the COM zoning district, a Special Permit is also required. The proposed use shall meet the criteria of Section 10.38 or Section 11.24, as applicable, with respect to the site and potential conflicts between the residential and commercial uses. Management Plan included as an integral part of any application made under this Section. In the COM zoning district, no dwelling unit or any internal space associated with a dwelling unit shall occupy any first floor portion of a building facing onto a street, public plaza or other space customarily used by the public. First floor residential dwelling units, and any required entries thereto, shall be located on the rear of buildings, adjacent to any required parking and private open space associated with and serving those units. No more than 40% of the first floor Gross Floor Area shall be used for residential purposes, which shall include no more than 15% of said GFA associated with or incidental to, whether for storage, required entries, stair/elevator towers, or other purposes, any residential uses on upper floors.	The proposed Development is not seeking zoning relief as a Mixed Use Building pursuant to Section 3.325; however, to the extent this provision could be applicable, to waive the requirement for Site Plan Review and/or a Special Permit and to allow the proposed Development as shown on the Plans, including more than 10 dwelling units above the first floor and dwelling units on the first floor in the configuration set forth on the Plans which may include unit(s) that (a) face a street, public plaza or other space customarily used by the public and (b) have entries on the front(s) or side(s) of buildings. A Comprehensive Permit may provide all local permits and approvals per M.G.L. c. 40B.
3. § 3.350, § 3.351, § 3.352.0, § 3.355, § 3.358 Use Table	Retail Establishments, Personal Care Establishments, Food and Drink Establishments (Class I only), Studios and Repair Shops, Office Uses in the COM zoning district require Site Plan Review.	To waive the requirement of Site Plan Review and to allow the proposed Development as shown on the Plans but to require future approval relative to: (i) appearance of exterior façade of commercial space; (ii) individual signage for proposed commercial uses (and not

<u>Section</u>	<u>Provision</u>	<u>Requested Exemption/Exception/Waivers and Notes</u>
		monument sign which is being permitted as part of the Comprehensive Permit); and (iii) management plan (which will include the information required by the Town of Amherst management plan revised as of February 1, 2014). No waivers are being requested for any uses that require a Special Permit. A Comprehensive Permit may provide all local permits and approvals per M.G.L. c. 40B.
4. § 5.041 Accessory Uses	Seasonal outdoor dining, including sidewalk cafes, courtyard or terrace dining and similar uses may be permitted in the COM zoning district as an accessory use to (1) a restaurant, café, lunchroom, cafeteria, refreshment stand, drive-up, fast-food eatery or similar eating establishment, or (2) to a bakery, deli or other similar establishment for the production and sale of food or beverage on the premises, or (3) to a retail store or convenience store selling prepared and packed food or beverage on the premises, under Site Plan Review approval that is required for the principal use. In the case of a retail or convenience store selling prepared and packaged food on the premises, any unpackaged food or beverage such as ice cream or soft drinks sold in association with any accessory seasonal outdoor dining use shall be sold and served only through a limited-access walk-up window or similar facility, to be consumed out of doors.	To waive the requirement of Site Plan Review and to allow the proposed Development as shown on the Plans without the necessity of the conditions set forth in Section 5.0410 through Section 5.0413 but to require future approval relative to: (i) appearance of exterior façade of commercial space; (ii) individual signage for proposed commercial uses (and not monument sign which is being permitted as part of the Comprehensive Permit); and (iii) management plan (which will include the information required by the Town of Amherst management plan revised as of February 1, 2014). No waivers are being requested for any uses that require a Special Permit. A Comprehensive Permit may provide all local permits and approvals per M.G.L. c. 40B.
5. § 5.042 Accessory Uses	Live or pre-recorded entertainment involving music and/or human voice, whether amplified or unamplified, may be permitted in the COM district as an accessory use to a restaurant, bar, inn or bed and breakfast with Site Plan Review (as required for the principal use).	To waive the requirement of Site Plan Review and to allow potential live or pre-recorded entertainment without the necessity of the conditions set forth in Section 5.0420 through Section 5.0422 but to require future approval relative to: (i) appearance of exterior façade of commercial space; (ii) individual signage for proposed commercial uses (and not monument sign which is being permitted as part of the Comprehensive Permit); and (iii) management plan (which will include the information required by the Town of Amherst management plan revised as of February 1, 2014). A Comprehensive Permit may provide all local permits and approvals per M.G.L. c. 40B.
6. <u>§ 5.10</u> <u>Filling of Land</u>	<u>Special Permit required for any filling of land accessory to the development of property which raises the existing grade of any portion of a property 5,000 sf or more in area by an average of two (2) feet or more.</u>	<u>To waive the requirement for a Special Permit and to allow approximately 1,600 cubic yards of material (i.e., soil, special processed gravel and crushed stone) to be brought to the site to be used under the buildings and pavement areas. A Comprehensive Permit may provide all local permits and approvals per M.G.L. c. 40B.</u>

<u>Section</u>	<u>Provision</u>	<u>Requested Exemption/Exception/Waivers and Notes</u>
6.7 ▲ Article 6 – Table 3 Dimensional Regulations and §6.102	Additional Lot Area/Family = 4,000 sf in the COM zoning district.	To waive the requirement for a dimensional variance and to allow the proposed Development as shown on the Plans. Based on a Ground Lease Area of 233,974 sf, the additional lot area/family will be approximately 1,645.95 sf/unit.
7.8 ▲ Article 6 – Table 3 Dimensional Regulations and §6.120	Minimum front setback = 20'	To waive the requirement for a Special Permit (pursuant to footnote a) and to allow the proposed Development as shown on the Plans including the location of Building A 1 to be approximately three feet (3') from Cows Road.
8.9 ▲ Article 6 – Table 3 Dimensional Regulations and §6.130 and §6.140	Minimum Side and Rear Yards = 25'	The proposed Ground Lease Area boundary for the Development is within the boundaries of the parcel. While Building A1, <u>Building A2</u> , Building B and the maintenance- building <u>Maintenance Shed</u> will be located less than 25' from the side Ground Lease Area boundary; only the maintenance- building <u>Maintenance Shed</u> will be located less than 25' from the side/rear lot line of the parcel. Nevertheless <u>The Maintenance Shed will be</u> <u>located approximately 2'4" from the side yard</u> <u>line and a maximum of 9'2" from the rear yard</u> <u>line. To the extent required</u> , the Applicant seeks to waive the requirement for a Special Permit (pursuant to footnote a) and to allow the proposed Development as shown on the Plans including the locations of Building A 1 , <u>Building A2</u> , Building B and the maintenance- building <u>Maintenance Shed</u> .
9.1 <u>0.</u> Article 6 – Table 3 Dimensional Regulations and §6.160 and §6.161	Maximum Lot Coverage = 70%	The existing site is pre-existing, non-conforming with respect to Maximum Lot Coverage; currently, the lot coverage in the portion of the parcel is 71.3%. The proposed Development will increase the pre-existing non-conformity within the Ground Lease Area to approximately 81.3%. To waive the requirement for a Special Permit (pursuant to Article 9) to expand a pre-existing non-conformity and/or a dimensional variance and to allow the proposed Development as shown on the Plans.
10. <u>11.</u> Article 6 – Table 3 Dimensional Regulations and §6.180	Maximum floors = 3	Buildings A1 and B will contain 3 floors but Building A2 will contain 4 floors. To waive the requirement for a Special Permit (footnote a) and to allow the proposed Development as shown on the Plans.
11. <u>12.</u> Article 6 – Table 3 Dimensional	Maximum Height = 35'	Building A1 will be approximately 49.07' in height; Building A2 will be approximately 61.65' in height <u>(due in large part to the</u>

<u>Section</u>	<u>Provision</u>	<u>Requested Exemption/Exception/Waivers and Notes</u>
Regulations and §6.170		<u>required calculation for measuring building height on sloping terrain</u>); Building B will be approximately 42.6' in height. To waive the requirement for a Special Permit (footnote a) and to allow the proposed Development as shown on the Plans.
12. <u>13.</u> §7.0000 Parking and Access Regulations	For dwelling, including apartments, two (2) parking spaces for each dwelling unit.	To waive the parking requirement and to allow the proposed Development as shown on the Plans pursuant to the provisions of the Zoning Bylaw, including Section 7.90. The proposed Development will contain 206211 parking spaces for the dwelling units, a ratio of 1.58 <u>1.62</u> parking spaces per dwelling unit.
13. <u>14.</u> §7.1000 and §7.1001 Parking and Access Regulations – Design Standards and Landscape Standards	Parking plan required to be submitted to the Building Commissioner demonstrating compliance of the proposed parking with the Zoning Bylaw with respect to driveways, grading, slope, drainage, design, setbacks, layout, location on the site, circulation, lighting, landscaping and other pertinent features. Any provision of Section 7.1 may be waived or modified by the Building Commissioner for compelling reasons of safety or design.	The Applicant has submitted a preliminary parking plan and will submit a final parking plan, but seeks a waiver to allow the Zoning Board of Appeals to approve such parking plan with input from the Building Commissioner through the Comprehensive Permit process, but without a separate formal approval or any waivers required from the Building Commissioner.
14. <u>15.</u> §7.103 Parking and Access Regulations – Design Standards and Landscape Standards	No parking space shall be located within eight feet of a building wall.	To allow the proposed Development as shown on the Plans including the location of six parking spaces within eight feet of Building B <u>(in 3 locations) and the Maintenance Shed.</u>
15. <u>16.</u> §7.104 Parking and Access Regulations – Design Standards and Landscape Standards	Zoning Board of Appeals or Planning Board may allow, upon application, small car parking spaces (8' x 16') to be substituted for up to fifty percent of the standard parking spaces.	To allow the proposed Development as shown on the Plans including 102149 of the 206211 parking spaces for the residential development to be compact spaces. To waive the requirement for separate approval from the Zoning Board of Appeals or Planning Board. A Comprehensive Permit may provide all local permits and approvals per M.G.L. c. 40B.
16. <u>17.</u> §7.106 Parking and Access Regulations – Design Standards and Landscape Standards	Maximum width of driveways at the property line shall be 24 feet.	To allow the proposed Development as shown on the Plans including the proposed driveways to be 32 feet in width to accommodate the large turning radius required for certain types of trucks.
17. <u>18.</u> §7.110 Parking and Access	Parking areas of 10 or more spaces shall provide a minimum of 10 percent of the total parking area as landscaped open space.	To allow the proposed Development as shown on the Plans including landscaped open space within the parking areas to be less than 10

<u>Section</u>	<u>Provision</u>	<u>Requested Exemption/Exception/Waivers and Notes</u>
Regulations – Design Standards and Landscape Standards		percent.
19. <u>§7.111</u> <u>Parking and</u> <u>Access</u> <u>Regulations –</u> <u>Design</u> <u>Standards and</u> <u>Landscape</u> <u>Standards</u>	<u>Parking areas of 25 or more spaces shall provide landscaped islands of a minimum width of four feet with raised curbs throughout the parking area.</u>	<u>To allow the proposed Development as shown on the Plans including a continuous row of 34 parking spaces with no islands and a separate row with no island at the end.</u>
20. <u>§7.112</u> <u>Parking and</u> <u>Access</u> <u>Regulations –</u> <u>Design</u> <u>Standards and</u> <u>Landscape</u> <u>Standards</u>	<u>Effective screening required of the parking area from adjacent streets or properties.</u>	<u>To allow the proposed Development as shown on the Plans including the screening as shown to the northeast of Building B and to the south of Building B. Technically the adjacent areas are portions of the same or related parcels; however, the Lease Line creates a boundary.</u>
18. <u>§7.200</u> <u>Parking and</u> <u>Access</u> <u>Regulations –</u> <u>Shared Parking</u>	Shared parking may be allowed with permission, provided certain conditions are met.	To allow the shared parking at the proposed Development as shown on the Plans which includes some shared parking for residential and non-residential uses
19. <u>§7.713</u> <u>Access</u> <u>Requirements</u> <u>and Driveways</u>	Maximum length of a common driveway shall be 400'. The length of an individual driveway originating at a common driveway plus the length of the common driveway shall not exceed 1200'. The Planning Board may allow longer driveways.	To waive the requirement for a dimensional variance and to allow the proposed Development as shown on the Plans.
20. <u>§7.718</u> <u>Access</u> <u>Requirements</u> <u>and Driveways</u>	Turnaround at the end of a common driveway adequate for fire and other emergency vehicles required.	To allow the proposed Development as shown on the Plans.
21. <u>§8.230 -</u> <u>Sign</u> <u>Regulations</u>	In the COM District, one freestanding sign or one monument sign is allowed for each street frontage and the maximum height for a monument sign is 6 feet high.	To allow two freestanding signs at a height of up to 8 feet high for the proposed Development, as shown on the Plans.
22. <u>§ 11.2</u> <u>Site Plan</u> <u>Review</u>	Establishes requirements for Site Plan Review.	To waive the requirement for Site Plan Review and to allow the proposed Development as shown on the Plans, including the proposed uses. A Comprehensive Permit may provide all local permits and approvals per M.G.L. c. 40B.
23. <u>Article 13 –</u> <u>Demolition</u> <u>Delay</u>	Establishes demolition delay procedure for significant structures.	To the extent any of the existing structures that are proposed for demolition are subject to Article 13, to waive the requirement for demolition delay and to allow the demolition of

Section

Provision

Requested Exemption/Exception/Waivers
and Notes

~~24.~~ Article 15
27. Inclusionary
Zoning

Establishes requirements for Inclusionary Zoning and affordable housing, requiring at least 12% of units (in a development of 21 units or greater) to be affordable.

the designated structures, but to include Historical Commission input during Comprehensive Permit process. A Comprehensive Permit may provide all local permits and approvals per M.G.L. c. 40B.

To allow the proposed Development as shown on the Plans which constitutes an affordable housing development and which will exceed the requirement that at least 12% of the units are affordable (20% of the dwelling units will be affordable). A Comprehensive Permit may provide all local permits and approvals per M.G.L. c. 40B.

GENERAL BYLAWS

<u>Section</u>	<u>Provision</u>	<u>Requested Exemption/Exception/Waivers and Notes</u>
1. Article I - Street Names and Numbers	The Planning Board shall assign numbers to houses in conformity with the uniform system of house numbering adopted by the Selectmen in 1938.	To waive the requirements of this provision of the General Bylaws so that no separate approval is required from the Planning Board. To allow the Zoning Board of Appeals to delegate the task of assigning addresses and house number(s) for the proposed Development to the Building Department, to be completed prior to issuance of Certificates of Occupancy. A Comprehensive Permit may provide all local permits and approvals per M.G.L. c. 40B.
2. Article II - Public Works	No excavation in a public way or disturbance of curbing or pavement without a written permit from the Town Manager.	To waive the requirements of this provision of the General Bylaws so that no separate approval is required from the Town Manager; however, as an administrative matter, the Contractor will apply for and obtain a permit from the Town/ <u>Public Works Department</u> . To allow the Zoning Board of Appeals to allow any necessary excavation or disturbance of any public way needed for the construction and operation of the Development, as shown on the Plans, with final administrative approval of the Town Manager and/or Town Engineer. A Comprehensive Permit may provide all local permits and approvals per M.G.L. c. 40B.
3. Article II - Public Works	Driveway permits required from Town Manager.	To waive the requirements of this provision of the General Bylaws so that no separate approval is required from the Town Manager; however, as an administrative matter, the Contractor will apply for and obtain a permit from the Town. To allow the Zoning Board of Appeals to allow any necessary driveway permits and approvals needed for the construction and operation of the Development, as shown on the Plans, with final administrative approval of the Town Manager and/or Town Engineer. A Comprehensive Permit may provide all local permits and approvals per M.G.L. c. 40B.

OTHER REGULATIONS/APPROVALS/REQUIREMENTS

<u>Section</u>	<u>Provision</u>	<u>Requested Exemption/Exception/Waivers and Notes</u>
1. Fuel Storage Permit/ Approval	Requires Fire Department approval and potential Special Permit from ZBA for certain types of fuel storage.	To waive the requirement for separate Fire Department approval and/or to waive the requirement for a Special Permit from the Zoning Board of Appeals (if required) and to allow fuel storage for provision of propane-fired hot water, emergency generator(s) restaurant uses (propane) and potentially heating oil for proposed Development, all to be reviewed and approved by the fire department during Comprehensive Permit process. A Comprehensive Permit may provide all local permits and approvals per M.G.L. c. 40B.
2. Town of Amherst Landscaping Guidelines – Section 2.0	Guidelines require consultation with Tree Warden prior to removing any tree(s) along or near a public road.	To waive the requirement for separate Tree Warden approval prior to removing trees for proposed Development to be constructed, but to include Tree Warden input during Comprehensive Permit process. A Comprehensive Permit may provide all local permits and approvals per M.G.L. c. 40B.
3. Sewer Connection Permit – Engineering Department	Requires Engineering Department approval for sewer connection.	To waive the requirement for separate Engineering Department approval and to allow sewer connection for proposed Development, but to include Engineering Department input during Comprehensive Permit process. As an administrative matter, the Applicant's Contractor will apply for and obtain a sewer connection permit. A Comprehensive Permit may provide all local permits and approvals per M.G.L. c. 40B.
4. Water Connection Permit	Requires Inspection Services Department approval for water connection.	To waive the requirement for separate Inspection Services Department approval and to allow water connection for proposed Development, but to include Inspection Services input during Comprehensive Permit process. As an administrative matter, the Applicant's Contractor will apply for and obtain a water connection permit. A Comprehensive Permit may provide all local permits and approvals per M.G.L. c. 40B.
5. Demolition Permit	Requires Inspection Services approval prior to demolition of existing structure.	To waive the requirement for separate Inspection Services approval to allow demolition of existing structures that will be removed prior to commencing construction of the proposed Development, but to include Inspection Services input during Comprehensive Permit process. A

Comprehensive Permit may provide all local permits and approvals per M.G.L. c. 40B.

6. Irrigation Well To the extent any permits or approvals are required for an Irrigation Well for landscaping.

To waive any requirements for separate local permits or approval to allow an irrigation well for landscaping purposes at the Development, but to include input from the Board of Health during Comprehensive Permit process. A Comprehensive Permit may provide all local permits and approvals per M.G.L. c. 40B.

7. Grease Trap To the extent any local permits or approvals are required from the Board of Health, Engineering Department or Inspectional Services for any grease trap at a proposed restaurant or café use.

To waive any requirements for separate local permits or approval to allow grease trap(s) at proposed restaurant or café uses at the Development as shown on the Plans but to include input from the Board of Health and Plumbing Inspector during the Comprehensive Permit process. A Comprehensive Permit may provide all local permits and approvals per M.G.L. c. 40B.

8. Emergency Access in R-N Zoning District Zoning precedent and caselaw forbids access to less restrictive zoning district and uses (i.e., COM zoning district) over more restrictive zoning district (i.e., R-N zoning district).

To waive any requirements regarding access over R-N zoning district and to allow emergency access and utility access only over R-N zoning district to access Development in COM zoning district.

9. Pedestrian Access in R-N Zoning District Zoning precedent and caselaw forbids access to less restrictive zoning district and uses (i.e., COM zoning district) over more restrictive zoning district (i.e., R-N zoning district).

To the extent required, to waive any requirements regarding access over R-N zoning district and to allow pedestrian access over R-N zoning district to access Development in COM zoning district.

Document comparison by Workshare Compare on Thursday, January 05, 2017
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Input:	
Document 1 ID	netdocuments://4846-6622-0859/4
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Document 2 ID	netdocuments://4846-6622-0859/5
Description	Beacon - Amherst - Final Waivers
Rendering set	Standard

Legend:	
<u>Insertion</u>	
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Statistics:	
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Deletions	33
Moved from	0
Moved to	0
Style change	0
Format changed	0
Total changes	89

Beacon Management Plan

Town of Amherst
MANAGEMENT PLAN FORM



The Rules and Regulations of both the Planning Board and the Zoning Board of Appeals require that applicants submit a management plan as part of the process for most applications.

APPLICANT INFORMATION:

Applicant: BC North Square LLC

Address: 2 Center Plaza, Suite 700
Boston, MA 02108

Telephone: 617-574-1132

Owner: W.D. Cows Inc. c/o Mollve Lockwood
(if different from applicant)

Address: PO Box 9677 134 Montague Road
Amherst, MA 01059

Telephone: 413-559-9507

PROJECT INFORMATION:

Project Address and Description:

Approximately 5 acres located on parts of 134 Montague
Road & 92 Montague Road in North Amherst. The
mixed-use, mixed-income property consists of 130
residential units, with 20% restricted to
households earning at least under 50% of
AMI, and 22,000 SF of retail across two
buildings.

Amendment to previously approved management plan?

☐ yes

☒ no

INFORMATION REQUIRED FOR ALL PROJECTS: *(Attach additional sheets as necessary)*

Trash and recycling, including storage location, enclosure or screening, with frequency of pickup and name of hauling company, and responsible party to contact in case of complaint:

Please see narrative and management plan section.

Parking, including size and number of spaces, location, screening, provision for handicapped spaces:

Lighting, including hours of illumination by location, types and wattage of fixtures:

Signage, including location, size, materials, and any illumination:

Landscape Maintenance, including annual schedule of watering, fertilizing, mowing, pruning, leaf pick-up, and so forth, and maintenance and replacement schedules of site furnishings:

Snow Removal, including name of contractor:

(Please see Article IV of the Town Bylaw for regulations regarding the removal of snow and ice from sidewalks)

ADDITIONAL INFORMATION FOR SPECIFIC PROJECT TYPES (ATTACH ADDITIONAL SHEETS):

ADDITIONAL INFORMATION REQUIRED FOR RESTAURANTS:

Type of menu
Number of seats (indoor and outdoor)
Is any outdoor dining on public or private land?
Number of employees
Hours of operation
Alcohol
Plans for delivery and/or take-out service
Live or prerecorded entertainment
Noise management of patrons, music, fans and HVAC
Management of patrons gathering outdoors on property
Odor mitigation measures
Waste kitchen oil management
Litter control
Deliveries to or from the site

ADDITIONAL INFORMATION REQUIRED FOR PERMIT RENEWALS:

Special permit #
Date of issuance
Any changes to the proposal
Any changes to the neighborhood

ADDITIONAL INFORMATION REQUIRED FOR APARTMENTS:

Number of units, existing and proposed
Number of bedrooms, existing and proposed
Number of tenants
Owner-occupied?
On-site manager?
Copy of standard lease
Noise management of tenants, parties, and music, and any outdoor HVAC equipment
Material, equipment, and large household goods storage
On-site recreational facilities (when provided)
Complaint Response Plan

ADDITIONAL INFORMATION REQUIRED FOR HOME OCCUPATIONS:

Type of business
Number of Employees
Hours of operation
Deliveries to or from the site
Equipment used/ Noise generated
Material and equipment storage

management plan

NORTH SQUARE

North Square at The Mill District will be a vibrant new town center including 130 apartments, commercial space, and town green. The purpose of this draft Management Plan is to outline how the community will be managed, operated and maintained. A final management plan will be submitted once we have reviewed this draft with the ZBA and made any adjustments as may be requested.

Beacon Residential Management ("BRM"), the property management arm of Beacon Communities LLC, has been managing communities ranging from 28 to 1,000 apartments in urban and rural communities with diverse resident populations, including students, for over 60 years. Beacon currently owns and manages the Rolling Green Apartment community in Amherst. The team looks forward to working with the Town of Amherst, being good neighbors, and continuing Beacon's relationship with the community.

PROPERTY SUMMARY

- **130 new apartment units housing:** 59 one-bedroom, 58 two-bedroom, 13 three-bedroom units
- **Resident Amenity space:** Fitness center, Wifi café, club room.
- **Management and Leasing office** – On-site management and leasing office.
- **22,000 SF commercial space**
- **North Square (town green)** – Gathering space with children's play area for picnics, community events, etc.
- **Parking for residents, commercial tenants**
 - North Square Residential – 193 (1.47 spaces per apartment)
 - North Square Commercial – 93 spaces
 - Atkins Market – 29 spaces (not formerly part of North Square)
- **PVTA:** There is a PVTA bus stop directly across the street from North Square. Residents, employees and visitors will be encouraged to use this transit option.
- **Bicycles** – There will be bike rooms for residents and bike racks located on-site for visitors and shoppers.
- **ZipCar and electric charging stations** – Beacon will work with ZipCar to determine if there is adequate demand for ZipCar and will evaluate the desire and demand for an electric car station.
- **Non-Smoking**—All Beacon communities, both in the buildings and on the property are non-smoking. This is strictly enforced through the lease for our residents and signs will be posted throughout the property.
- **Pet-friendly**—The property will be pet-friendly.

PROPERTY MANAGEMENT, OPERATIONS AND MAINTENANCE

Beacon Residential Management will have a management and leasing office located in Building A. BRM will oversee management of the rental apartments and will also have full responsibility for managing North Square, including snow removal, landscaping, maintenance and repairs of all parking and open space areas, etc. To the extent needed, BRM will contract with 3rd party service providers to augment their services. BRM will have a small maintenance garage located at the southern end of the property to store their equipment.

Community Staffing: Beacon Residential Management will have a full-time, on-site Property Manager, a marketing and leasing consultant, as well as two full-time maintenance staff. Property Management staff are generally on site Monday – Friday from 9am- 5pm, and will be assigned to the site on weekends as necessary.

Maintenance staff are on site Monday through Friday (generally from 8am – 5pm) and on call weekends/ nights for maintenance emergencies. Hours vary when there are snow events in order to plow and shovel in the early morning hours and maintain the safety and access for residents and customers in the commercial areas. With our close proximity to Rolling Green as well as other Beacon communities in Western Massachusetts, Beacon can augment staffing and maintenance as may be needed.

APARTMENT MARKETING AND LEASING

BRM will oversee all marketing and lease up of the North Square apartments in strict compliance with all Federal Fair Housing, State and local laws. Local Preference will be given to Amherst residents to the extent requested by the town, permissible by DHCD, and consistent with federal and state law. Beacon will submit the final **Affordable Housing Marketing and Tenant Selection Plan** ("Tenant Selection Plan") to the Town that has been approved by DHCD and the project lender/investor prior to beginning construction.

Market-rate apartments: BRM will advertise the market-rate apartments through traditional outreach methods that may include the Internet, newspapers and print media.

Affordable apartments: BRM will undertake extensive outreach to ensure that a wide range of households have an opportunity to apply for the 26 affordable apartment. Outreach will occur through local non-profit organizations, housing authorities, libraries, Town Hall, local newspapers, Internet, etc. Applications will be widely distributed and application "information sessions" will be offered. Applications are screened in strict accordance with the approved Tenant Selection Plan.

Initial Lease Up of Affordable Apartments and Housing Lottery: In the event that there are more applicants than apartments, BRM will work with a local non-profit agency (anticipated to be HAP Housing or Valley CDC) to oversee a housing lottery. Management will follow DHCD's lottery

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guidelines. Eligible applications will be sorted into their appropriate categories (for example, what size apartment they are eligible for, if they qualify for local preference, etc) and a lottery will be conducted. The lottery will be conducted publicly at a time and location that is announced. The lottery ranking will determine the order in which applicants will be screened during the lease up.

Commercial Space and North Square Green

W.D. Cows will be responsible for marketing and leasing up the commercial space. With Cows' ownership of several other commercial spaces in North Amherst, their goal is to identify and lease the new commercial spaces to retailers that will complement both the Cows' and other local existing businesses to provide a broader range of services in North Amherst. W.D. Cows will also play an active role in making North Square a vibrant community gathering space, including coordination of activities such as lawn games, a small farmer's market in collaboration with Atkins Market, day-time children's activities and/or music. Beacon and W.D. Cows look forward to continuing to hear what type of activities Amherst families and individuals would most enjoy. Suggestions from community members on the project website include:

A place for kids to play while parents have coffee and talk

A very good wifi/broadband cafe

Music Brewery/restaurant with awesome food or Mission Cantina

#2 with consignment or women's fashion & accessories.. A kids

playground outside would be sweet too

TRASH AND RECYCLING AND ODOR MITIGATION MEASURES

Under no circumstances will the residential or commercial trash or recycling be permitted to be a nuisance with overflowing dumpsters and/or odors.

Residential Trash and recycling will be managed via trash and recycling chutes located in each building. Recycling and trash will have separate chutes. Residential waste will be collected by a local trash and recycling company, anticipated to be Allied Waste. Trash and recycling pick up is anticipated to be 2x/week. BRM will adjust the number of pickups as may be needed. BRM is committed to working closely with residents to encourage recycling and will provide education materials about how to recycle as part of the Resident Move in Packet. Complaints about residential trash or recycling should be directed to BRM.

Commercial trash and recycling will be stored in dumpsters in recycling bins in close proximity to the commercial spaces in Building A and a separate location for Building B (see plans). Commercial waste will be

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collected by a local trash and recycling company, anticipated to be Republic Services or Waste Management. The number of weekly pickups will be based on the type of commercial users and need (for example, if there is a restaurant and/or café, pick up is anticipated to be more frequent). Cowls will be responsible for any issues regarding the trash or recycling for the commercial space.

All trash areas will be screened with 6' galvanized sheet metal and wood posts (see enclosed landscape plans).

LITTER CONTROL

Trash and recycling bins will be provided throughout the community. In addition, BRM staff will pick up any miscellaneous trash or recycling at North Square on their daily rounds. North Square will be appropriately cleaned up after all community events.

RESIDENTIAL, COMMERCIAL, EMPLOYEE PARKING

In total, the new development will add 93 commercial spaces and 193 residential spaces to the site. All spaces will be 9' x 18'. Residential and commercial parking will be in different locations to create separation between "private resident areas" and "public" areas as set forth on the plans. The parking areas will include handicapped accessible parking as required by ADA. Beacon will work with ZipCar to assess demand for a ZipCar location and will evaluate the need for an electric charging station. Beacon will provide both if there is adequate demand. BRM employees will park in the designated residential parking areas. Commercial tenant employees will park in designated employee parking areas. Residents will be able to park in commercial spaces between 10 pm—7 am provided that those spaces are not being utilized by patrons of a commercial use.

ALTERNATIVES TO DRIVING – BIKES AND PVTA

Beacon will provide indoor bike storage for its residents as well as outdoor bike racks for visitors. Beacon and Cowls will also encourage the residential and commercial employees to use the PVTA bus system, and information will be provided to all residents and commercial tenants about this alternative mass transit.

LIGHTING

Please also refer to the Landscape Plan

Beacon Communities will install exterior site lighting on the buildings and around the parking areas, using

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LED, dark-sky compliant post light fixtures (locations marked on landscape materials plan). The lighting design will balance the need for adequate lighting and pedestrian safety while being sensitive to the surrounding area to minimize glare or light intrusion. All exterior site lighting shall be kept extinguished outside of normal hours of use, except for lighting necessary for site security and the safety of employees and visitors, which lighting shall be activated and controlled through motion sensors or similar technology.

SIGNAGE

Please also refer to the Landscape Plan

North Square's signage will include a lighted monument sign at the main entrance along Cows Road, approximately 4'x8'. Materials for signs will include timber, galvanized steel, and piping. There will be directional and other signage located throughout the community, including direction signs to the Management and Leasing office, Future Resident Parking, designated accessible parking, Resident or Commercial parking only, stop signs, etc. Signage for future commercial uses will receive approval from the Town.

LANDSCAPE MAINTENANCE

BRM will oversee landscaping and maintenance. BRM has a long track record of landscaping maintenance and prides itself on the appearance of our communities.

As set forth in the Landscape narrative and design section of this application, the landscape plan will include native drought resistant species that capture the essence of the New England landscape and contribute to the sense of place at North Square. From there, the BRM landscaping team will take over.

Annual maintenance and landscaping will include:

- Fall and spring "clean up" of leaves and other debris

- Lawn mowing and fertilizer for lawn and grass areas as needed

- Irrigation, as needed, with water from the proposed irrigation well, as needed

- Pest Management using environmental sensitive materials as needed for newly planted trees shrubs, and flowers affected by leaf eating insects

SNOW REMOVAL

BRM has a 60-year track record of successful snow removal in New England, including the Rolling Green apartments. Snow removal on all driveways and sidewalks within the ground leased area will be managed in-house by the BRM team. As detailed on the site plans, snow storage areas have been identified and the site and landscaping design facilitates easy access to those areas. Snow banks will be maintained so that they do not pose a danger to pedestrians, do not limit emergency access to the buildings, and do not adversely affect vehicle site lines in and out of property. **The Emergency Fire Access will be kept free and clear of**

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snow and/or any other obstacles at all times and will be a priority for snow removal after each storm.

Snow and/or ice will be removed to the snow storage areas within 24 hours of the end of the precipitation which caused the accumulation; when impracticable, the sidewalks will be treated with sand. In the event that accumulated snowfall is so great that it cannot be handled on site, BRM will hire a subcontractor to truck snow to an appropriate off-site location. To maintain clear and safe access to sidewalks and parking areas coinciding with times of business operations, paved areas and sidewalks in the commercial areas will be salted and/or cleared as soon as the snow or ice begins to accumulate, while plowing would not begin until there's been sufficient accumulation to pick up with a snowplow (generally two inches). The loading dock and trash areas will remain cleared of ice and snow during hours of operation and during the allowed schedule for use.

OFF-STREET LOADING/UNLOADING AND RESIDENT MOVE INS

Beacon and Cowls will require all delivery trucks to access North Square via Sunderland Road to Cowls Road. BRM and Cowls will aim to schedule deliveries during the week from 7am to 7pm and minimize early morning deliveries to the extent possible. BRM will coordinate and schedule move-ins to minimize congestion during busy move-in/move-out times of the year. Weekend move-ins will be scheduled between 7am and 7pm. Delivery trucks and moving trucks and vans will not be permitted to idle. No idling signs will be posted, including at the loading dock location, and strictly enforced by BRM.

NOISE MANAGEMENT (TENANTS, PARTIES, MUSIC, OUTDOOR HVAC)

Beacon requires that all residents commit to behaviors that are not unreasonably intrusive or disruptive in order to provide safe, healthy housing for all. These commitments are strictly enforced as a requirement for tenancy, and Beacon Residential Management has a strong track record for managing safe, clean, quiet communities with diverse groups of residents and in diverse local contexts. A copy of Beacon's leases are included in this application – lease provisions are strictly enforced. BRM will also participate in the meetings of the Amherst landlords that convenes quarterly and on an as needed basis with town staff, police, and UMass officials. HVAC equipment will be appropriately located to reduce sound, and screened as shown on the plans.

MATERIAL, EQUIPMENT, LARGE HOUSEHOLD GOOD STORAGES

BRM will have a small maintenance and storage garage on the southern portion of the site. All equipment and materials will be stored in this facility.

COMPLAINT RESPONSE PROCEDURE

BRM has on-site property management who are available to address resident and non-resident questions or concerns. In addition, BRM contracts with a 3rd party Customer Service company that accepts questions, concerns or complaints from residents. The *Resident Complaint Resolution Procedure* includes the a phone number that is given to all residents as a customer service courtesy for comments, feedback, complaints, and concerns. These are then relayed to Beacon for follow-up.

Beacon will provide information to the Town for their official complaint response form for multifamily housing that the Town keeps on file.

Sustainable / Healthy Operations: BRM and Cowls are committed to fostering a sustainable and healthy community, including encouraging:

- Trash and recycling receptacles and education for residents, tenants and visitors;
- Alternative transit including use of the use of the PVTa and bicycles;
- Walkability between uses in *The Mill District* and surrounding recreation and open space areas; (The Town's MassWorks grant will facilitate new sidewalks, roadway improvements and pedestrian safety.)
- Indoor air quality through the use of healthy cleaning products and non-smoking property; and
- Integrated pest management

Emergency Contact: BRM will provide the town with 24-hour emergency contact information.

COMMERCIAL USES

The commercial space will be owned and operated by W.D. Cowls, Inc. The Cowls' leasing and marketing goal is to encourage a variety of commercial uses to locate to *The Mill District* to create a vibrant mix of complementary commercial and retail businesses for the North Amherst community. The target mix of commercial tenants at North Square could include such uses as a café, small restaurant, deli, fitness and health services, and other community retail uses. Since the exact tenant mix has yet to be identified, additional and specific Management Plan details will be provided as the specific uses are subsequently approved by the Town prior to the tenants' occupancy of the commercial space—eliminating the need for this Management Plan to be modified as a result of these future uses.

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RESTAURANTS AND/OR CAFÉ

Two areas have been designed for the possibility of a future restaurant and/or café use - the northeastern end of Building A at the corner of Cows Road and the entrance to North Square and the western corner of Building B as set forth on the plans. These areas provide exterior access to the trash facilities, proximity to interior infrastructure to facilitate installation of appropriate venting, grease removal, and to propane. If space is leased to a food service tenant, the management plan for that tenant will be reviewed by the Town prior to it occupying its space.

NORTH SQUARE COMMUNITY EVENTS AND/OR ENTERTAINMENT

Proposed events will aim to bring together the Amherst community for occasional outdoor events that could include a seasonal farmer's market in conjunction with Atkins, lawn games, children's activities and/or entertainment; these events would respect quiet hours of 9 pm – 8 am. BRM and Cows will strictly enforce responsible behavior including noise and no alcohol in the outdoor lawn areas. possible. Delivery trucks and moving trucks and vans will not be permitted to idle. No idling signs will be posted and strictly enforced.

STANDARD FORM OF LEASE: MARKET

Beacon Residential Management Limited Partnership

[NAME OF COMMUNITY GOES HERE]

[ADDRESS OF COMMUNITY GOES HERE]

Telephone: _____ Email: E-Mail: _____@BeaconCommunitiesLLC.com

Lease/Occupancy Agreement

[Insert Name of Ownership Entity] (Landlord) hereby leases to: [insert names of all adult residents] (Resident), who hereby accepts Apartment # _____ (the Apartment) located at _____ in the apartment community known as _____ (the Building) for the term of _____, beginning at noon on _____ (the Commencement Date), ending at 2:00 p.m. on _____. Unless either Landlord or Resident sends written notice to the other sixty (60) days prior to the end of the term, the resident will sign a lease agreement or a lease extension agreement for the renewal term, under the same terms and conditions as provided in this Lease.

The rent for the term of the Lease shall be \$ _____ per year. Resident agrees to pay the rent for the Apartment, during the term hereof, and for any period of occupancy prior thereto, in installments of \$ _____ a month, payable in advance on the **first day of every month**, at the leasing and management center as follows:

Payable to: **Name of Ownership Entity**
 Street address of Community
 City, State, Zip

Management:

To contact Management Agent:

Management Agent Name: _____
Management Name: _____
Address: _____

Phone Number: _____
Email: _____
Resident Portal: _____

To submit a service request, visit the Resident Portal at: _____

Charges for Returned Checks, Late Payments and Court Awards

- a. Resident shall be required to pay to Landlord a fee equal to the actual fee charged to Landlord by the bank on the second or any additional time a check from Resident is not honored for payment (bounces). The charges discussed in this paragraph are in addition to the regular monthly rent payable by Resident.
- b. If Resident does not pay the full amount of the rent shown above by the end of the 30th day of the month, Landlord may collect a late fee of \$25.
- c. Landlord may collect a charge for costs and/or reasonable attorney's fees which a court may award in favor of Landlord, in connection with legal proceedings in which Resident does not prevail.

Security Deposit:

Resident has deposited \$ _____ with Landlord, as a security deposit. The security deposit is not to be considered prepaid rent, nor shall damages be limited to the amount of such security deposit. At the end of the tenancy (i.e. after Resident has permanently moved out of the Apartment and returned possession of the Apartment to Landlord), Landlord will determine whether Resident is eligible for a refund of any or all of the security deposit. The amount of the refund will be determined in accordance with the applicable law and the following general conditions and procedures.

- a. After Resident has moved from the Apartment, Landlord will inspect the Apartment and complete another Move-In Move-Out Inspection Form. Landlord will permit Resident to participate in the inspection, if Resident so requests in writing.
- b. Landlord will refund to Resident the amount of the security deposit, less any amount needed to pay the cost of:
 - (1) Unpaid rent; including unpaid rent resulting from Resident's failure to provide the 60-day written notice of Resident's intent to move;

- (2) Damages that are not due to normal wear and tear; provided that damages will not include damage that was listed on the original Apartment Inspection Report (unless Landlord has, prior to the end of the tenancy, repaired or replaced such damage);
- c. Landlord agrees to refund the amount computed in sub-paragraph b. within 30 days after the end of the tenancy. Resident shall give his/her new address to Landlord, prior to the end of the tenancy. Landlord will also give Resident a written list of charges, if any, that were subtracted from the deposit. If Resident disagrees with Landlord concerning the amounts deducted and asks to meet with Landlord in writing, Landlord agrees to meet with Resident and informally discuss the disputed charges.
- d. If the Apartment is rented by more than one person, Residents agree that they will work out the details of dividing any refund among themselves. Landlord may pay the refund to any Resident identified in the first paragraph of this Lease Agreement.
- e. Resident understands that Landlord will not apply the security deposit towards the last month's rent.

LESSOR AND LESSEE FURTHER COVENANT AND AGREE:

That during the term of this Lease and for such other and further period as the said Resident shall occupy the Apartment, all of the terms, covenants, conditions contained herein shall remain in full force and effect.

1. DEFINITIONS

The words "Landlord" and "Resident" as used herein shall include any such party's respective heirs, executors, administrators, successors, representatives and assigns, agents and servants, and the words "he", "his" and "him" where applicable shall apply to Landlord/Resident regardless of sex, number, corporate entity, trust or other body. If more than one party signs as Resident hereunder, the covenants, conditions, and agreements herein of Resident shall be the joint and several obligations of each such party.

2. UTILITIES

The following charts describe how the cost of utilities and services related to occupancy of the Apartment will be paid. Resident agrees that these charts accurately describe the utilities and services paid by Landlord and those paid by Resident.

(1)	UTILITIES	(2)
Utility Paid by Resident directly	Type of Utility	Utility Included in Resident's Rent
	Heat	
	Hot Water	
	Lights/Electric	
	Cooking	
	Water/Sewer	
	Telephone	
	Other/Air Conditioning	
	CATV/Internet	

Resident shall pay, as they become due, all bills for utilities listed in Column (1), and payments should be made directly to the appropriate utility company. Resident acknowledges that Landlord shall have no responsibility for providing any of the utilities in Column (1). The items in Column (2) are included in Resident's rent. Landlord agrees that he will furnish reasonable hot and cold water to the Apartment and reasonable amounts of any other utility listed in column (2) above, all in accordance with applicable laws, but the failure of Landlord to provide hot and cold water or any other utility to be provided by Landlord due to any cause beyond the reasonable control of Landlord, such as accident, restriction by the City, State or Federal regulations, or during necessary repairs to the apparatus shall not form a basis of any claim for damages against Landlord. Resident agrees (i) not to waste utilities, (ii) to comply with any rules and regulations of Landlord regarding such utilities, and (iii) to report to the Management Agent any problems or interruptions with utilities.

3. CARE OF APARTMENT

- a. Resident shall not paint, wallpaper or otherwise change and shall not make nor suffer any additions or alterations to be made in or on the Apartment or the Building without the prior written consent of Landlord in each instance. Resident shall not install washing machines, air-conditioning units, space heaters, clothes dryers, or other large appliances or similar equipment without the prior written consent of Landlord in each instance.
- b. At the termination of this Lease, Resident shall deliver up the Apartment (including all property belonging to Landlord)

in good, clean and tenantable order and condition, reasonable wear and tear accepted. At such time, the Apartment (including any parking or storage areas in the Building used by Resident) shall be broom-swept and clean and free of all Resident's possessions and debris.

- c. No television aerials or satellite dishes or other like equipment shall be installed without the prior consent of Landlord. Landlord will not approve such to be attached or affixed (as by screws) to the Building.
- d. No waterbeds shall be permitted in the Apartment.

4. CLEANLINESS

Resident shall maintain the Apartment in a clean condition. He/she shall not sweep, throw or dispose of, on or permit to be swept, thrown, or disposed of, from the Apartment nor from any doors, windows, balconies, or other parts of the Building any dirt, waste, rubbish or other substance into any other part of the Building or land, or the community, except in proper receptacles and except in accordance with the rules of Landlord.

5. DISTURBANCE, ILLEGAL USE

- a. Neither Resident nor his/her family, friends, relatives, invitees, visitors, agents or servants shall make or suffer any unlawful, noisy or otherwise offensive use of the Apartment or the Building, nor commit or permit any nuisance to exist thereon, nor cause damage to the Apartment or the Building.
- b. Neither Resident nor his/her family, friends, relatives, invitees, visitors, agents or servants shall create any interference with rights, comfort, safety or enjoyment of Landlord or other occupants of the same or any other apartment in the Building, or make any use whatsoever of the Apartment other than as and for a private residence.
- c. No signs or other articles shall be hung or shaken from the windows, doors, balconies, or placed upon the exterior windowsills or stored on balconies.

6. COMMON AREAS

No receptacles, vehicles, baby carriages, bicycles or other articles or obstructions shall be placed in the halls or other common areas or passageways on or in the community.

7. INSURANCE

Resident understands and agrees that it shall be Resident's own obligation to insure all his/her personal property. Please see the *What Is Renter's Insurance* document.

8. LOSS OR DAMAGE

- a. Resident agrees to indemnify and save Landlord and the Management harmless from all liability, loss or damage arising (i) from any nuisance made or suffered on the Apartment by Resident, his family, friends, relatives, invitees, visitors, agents or servants, (ii) from any carelessness, neglect or improper conduct of any such persons, or (iii) from Resident's breach of the Lease.
- b. All personal property in any part of the Building within control of Resident shall be at the sole risk of Resident. Subject to provisions of applicable law, Landlord shall not be liable for damage or to loss of property of an kind which may be lost or stolen, damaged or destroyed by fire, water, steam, defective refrigeration or otherwise, while on the Apartment or in any storage space in the Building or for any personal injury.
- c. Notwithstanding the foregoing, Resident shall not be required to indemnify Landlord for any injury, loss, damage or liability arising from any omission, fault, negligence or other misconduct of Landlord on or about the Apartment or on or about any elevators, stairways, hallways or other appurtenance used in connection therewith.

9. OTHER RULES AND REGULATIONS

Resident agrees to comply with such lawful rules and regulations established from time to time by the Management or by Landlord for the safety, care, cleanliness or orderly conduct of the Apartment and the Building, and for the benefit, safety, comfort and convenience of all the occupants of the Building. Such rules include without limitation, rules in Resident Handbook, a copy of which has been provided to Resident. Resident Handbook may be amended from time to time by the Management or Landlord.

10. PETS

No pets shall be kept in or upon the Apartment unless approved in advance in writing by Landlord and registered with Landlord. In addition, Resident shall be required to execute a Pet Agreement and Registration Form prior to keeping any pet in or upon the Apartment.

11. DRUGS

Unlawful use or possession of controlled substances or illegal drugs of any type is in violation of this Lease and will be cause for termination by Landlord.

12. HOUSEHOLD MEMBERS, FAMILY MEMBERS, CHILDREN, GUESTS, AND INVITEES

In order to protect the peace and comfort of all Tenants of these apartments and to protect the general buildings and grounds, it is reserved and specified that failure of members of the family who sign this Agreement to maintain such control over the actions of their household members, family members, children, guests, and invitees that will prevent them from violating the provisions of this Agreement will constitute a breach of this Agreement as if such violations of its terms had been committed by the Residents themselves. It is further covenanted and agreed that air-guns or pistols, BB guns, pellet guns or firearms of any kind, machetes, hatchets, knives, bows and arrows, fireworks, explosives and any similar articles or weapons in the possession of household members, family members, children, and any guests and invitees on the grounds of the development, either inside or outside the actual rooms of the apartment rented by the family in question, is prohibited and that each such prohibited possession constitutes a breach of this Agreement and Residents shall be responsible for all damage to personal property caused by the acts and conduct of his/her household members, family members, children, and any guests and invitees.

13. PARKING

A parking sticker for _____ vehicles per Apartment shall be made available to Resident as set out in, and subject to the conditions of the Parking Policy in Resident Handbook (or in other parking rules and regulations of Landlord). The parking sticker shall only be used by Resident for Resident's vehicles. Resident and his family, friends, relatives, invitees, visitors, agents or servants shall comply with the parking regulations set forth herein and such other regulations as Landlord from time to time may promulgate. No commercial vehicles, trucks, boats, trailers, or taxi cabs may be parked in any area of Building or the parking facilities adjacent to the Building. Resident agrees to obey all posted signs and to park authorized cars only in the locations designated by Landlord. Landlord assumes no responsibility or liability whatsoever for the loss or damage to any property while parked, unless caused by the negligence of Landlord. Resident shall not wash any vehicle or make repairs to any vehicle at any place on or about the Building or other parking facilities adjacent to the Building. Parked vehicles shall at all times display current parking stickers and license plates, and be in operable condition. Any vehicle that does not comply with the terms hereof will be towed away at Resident's expense, without further notice.

14. PLUMBING

The toilets, sinks, disposals and waste pipes shall not be used for any purposes other than those for which they were constructed nor shall any sweepings, rubbish rags or any other improper articles be thrown into the same; and any damage to the Building caused by the misuse of such equipment shall be borne by Resident by whom or upon whose Apartment it shall have been caused, unless caused by the negligence of Landlord or by the negligence of an independent contractor employed by Landlord.

15. REPAIRS

During this Lease and for such further time as Resident shall hold the Apartment or any part thereof, Resident will at all times keep and maintain the Apartment and all equipment and fixtures therein or used therewith repaired, whole and of the same kind, quality and description and in such good repair, order and condition as the same are at the beginning of or may be put in during the term or extension or renewal thereof, reasonable wear and tear and damage by unavoidable casualty only excepted. Resident agrees to notify the Management Agent immediately if any needed repairs in the Apartment should be required and that all such repairs will be done by Landlord's agents or contractors. Resident shall reimburse Landlord in full upon demand for the cost of any repairs that are Resident's responsibility under this Lease or that are required by Resident's failure to perform his obligations under the Lease or by improper usage or negligence of Resident or his family, relatives, friends, invitees, agents or servants.

16. NONSURRENDER

Neither the abandonment, nor attempt of abandonment of the Apartment by Resident, nor the returning of the keys to Landlord shall be deemed a surrender, acceptance of surrender, or in any way a discontinuance of Resident's obligations under this Lease, unless so stipulated in writing by Landlord.

17. REPRISALS

Landlord acknowledges that the provisions of applicable law forbid a landlord from threatening to take or taking reprisals against any tenant seeking to assert his legal rights.

18. SUBLETTING, NUMBER OF OCCUPANTS, APPROVED OCCUPANTS

Resident shall not assign this Lease nor sublet any part or the whole of the Apartment, nor shall permit the Apartment to be used or occupied by anyone except (i) the individuals specifically named as "Resident" on page 1 of the Lease, (ii) individual named below or (iii) any children born to them during the term of this Lease or any extension or renewal thereof ((i) – (iii) the Permitted Occupants), without first obtaining on each occasion the approval in writing of Landlord. Resident agrees to promptly notify Management Agent of any children born to them during the term hereof. Resident shall not give accommodations as a guest or otherwise for a period exceeding 10 (ten) days in any calendar year to any person other than the Permitted Occupants, nor permit the use of Apartment for any purpose other than as a private dwelling solely for the Permitted Occupants.

Resident agrees and hereinafter certifies that only the following named persons shall reside in the Apartment, except as

otherwise expressly permitted herein:

- | | |
|----------|----------|
| 1. _____ | 2. _____ |
| 3. _____ | 4. _____ |

19. DELIVERY OF PREMISES

In the event Landlord is not able to deliver the Apartment to Resident by the Commencement Date, the rent shall be abated on a pro rata basis until such time as occupancy can be obtained, which abatement shall constitute the full settlement of all damages caused by such delay. If Landlord is not able to deliver the Apartment to Resident within thirty (30) days after the Commencement Date, then either Resident or Landlord may terminate this Lease by giving written notice to the other, which notice is delivered no later than forty (40) days after the Commencement Date, and any payment made under this Lease shall be forthwith refunded to Resident.

20. RIGHT OF ENTRY

- a. Landlord may enter upon the Apartment at reasonable times with adequate notice to Resident, to inspect the Apartment, to make repairs thereto or to show the same to a prospective tenant, purchaser, mortgagee or its agents.
- b. Landlord may also enter upon the Apartment in case of emergency or if Apartment appears to have been abandoned by Resident, or as otherwise permitted by law.

21. TRUSTEE

In the event that Landlord is a trustee or partnership, no such trustee nor any beneficiary nor any shareholder of said trust and no partner, General or Limited, of such partnership shall be personally liable to anyone under any terms, condition, covenant, obligation, or agreement expressed herein or implied hereunder or for any claim of damage or cause at law or in equity arising out of the occupancy of said Apartment, the use or the maintenance of said Building, its approaches and equipment.

22. BREACH OF LEASE

If Resident shall fail to comply with any lawful term, condition, covenant, obligation, or agreement expressed herein or implied hereunder, or if Resident shall be declared bankrupt or insolvent according to law or if any assignment of Resident's property shall be made for the benefit of creditors, or if the Apartment appears to be abandoned then, and in any of the said cases and notwithstanding any license or waiver of any prior breach of any of the said terms, conditions, covenants, obligations, or agreements, Landlord, without necessity or requirement of making any entry may (subject to Resident's rights under applicable law) terminate this Lease by:

1. a seven (7) day written notice to Resident to vacate said Apartment in case of any breach except only for nonpayment of rent, or
2. a fourteen (14) day written notice to Resident to vacate said Apartment upon the neglect or refusal of Resident to pay the rent as herein provided.

Any termination under this section shall be without prejudice to any remedies, which might otherwise be used for arrears of rent or preceding breach of any said terms, conditions, covenants, obligations or agreements.

23. NOTICE OF TERMINATION

If this Lease is not earlier terminated during its term for breach thereof, it may be terminated at the end of its term by a notice of termination given by either party at least sixty (60) days prior thereto. If Landlord terminates the Lease but wishes to continue the relationship with Resident, Landlord may offer Resident the option of an extension of the Lease at a new rent.

24. LESSEE'S COVENANTS IN EVENT OF TERMINATION

Resident covenants that in case of any such termination of the Lease by reason of default of Resident, then, at the option of Landlord, (a) Resident will forthwith pay to Landlord as damages a sum equal to the amount by which the rent and other payments called for hereunder for the remainder of the term or any extension or renewal thereof exceed the fair rental value of said Apartment for the remainder of the term or any extension or renewal thereof; and (b) in addition the Resident covenants that he will furthermore indemnify Landlord from and against any loss and damage sustained by reason of such termination including, but not limited to, loss of rents, any reasonable broker's commission for re-letting the Apartment, advertising costs, attorneys' fees incurred by Landlord in collecting any rent or damages hereunder or in obtaining possession of the Apartment by summary process or otherwise, reasonable costs of cleaning and repainting the Apartment to relet the same, and moving and storage costs incurred by Landlord in connection with eviction proceedings.

25. EMINENT DOMAIN

If any part of the Apartment or the Building is taken by any authority by eminent domain or condemnation or by action of the city or other authorities or shall receive any direct or consequential damage for which Landlord shall be entitled to compensation by reason of anything lawfully done pursuant to any action by any public authority during the term (as it may be renewed or extended) of this Lease, then at the option of Landlord, this Lease shall be terminated by giving notice to Resident

in accordance with Section 29. Said option to terminate shall be exercised no earlier than the effective date of taking nor later than sixty (60) days thereafter. Mailing of notice shall be deemed exercise of option and shall terminate Lease as of the date of the taking. If this Lease is not terminated in the event of a taking or destruction of or damages to the Apartment, then Landlord shall use reasonable efforts to return the Apartment to habitable condition, and the rent shall be abated in proportion the nature and extent of the damage until the Apartment shall be put in habitable condition.

Resident hereby assigns to Landlord all claims and demands for damages on account of any such taking except with regard to claims that Resident may have against the public authority for damage to Resident's personal property and Resident's moving costs, and Resident agrees to deliver any other required instrument of assignment to Landlord, upon Landlord's request.

26. FIRE, OTHER CASUALTY

In the event the Apartment becomes uninhabitable for a period of over five (5) days by reason of fire or other casualty affecting the Building, Landlord or Resident may elect to terminate after such event by giving written notice to the other party, which notice shall be delivered no later than sixty (60) days after the fire or other casualty. In addition, Landlord may at its option terminate this Lease upon the occurrence of any substantial damage to the Building or the Apartment, by providing written notice to Resident. If the Lease is not terminated, Landlord shall forthwith commence and diligently proceed with repairs to the Apartment and the Building so damaged until the Apartment is made habitable. If the Lease is not terminated, Landlord may either (i) offer Resident reasonable alternative temporary accommodations until the Apartment is habitable or (ii) provide an abatement of rent, which abatement shall be by a just proportion according to the nature and extent of the damage to the Apartment. Rent shall not be abated if Resident rejects reasonable alternative temporary accommodations.

27. MOLD AND MILDEW

Resident acknowledges that it is necessary for Resident to provide appropriate climate control, keep the Apartment clean, and take other measures to retard and prevent mold and mildew from accumulating in the Apartment. Resident agrees to clean and dust the Apartment on a regular basis and to remove visible moisture accumulation on windows, walls and other surfaces as soon as reasonably possible. Resident agrees not to block or cover any of the heating, ventilation or air-conditioning ducts in the Apartment. Resident agrees to immediately report to the Management Agent: (i) any evidence of a water leak or excessive moisture in the Apartment, as well as in any storage room, garage or other common area; (ii) any evidence of mold- or mildew-like growth that cannot be removed by simply applying a common household cleaner and wiping the area; (iii) any failure or malfunction in the heating, ventilation, air conditioning systems or laundry systems in the Apartment; and (iv) any inoperable doors or windows. Resident further agrees that Resident shall be responsible for damage to the Premises and Resident's property as well as injury to Resident and other occupants of the Apartment resulting from Resident's failure to comply with the terms of this Paragraph.

28. KEYS AND LOCKS

Locks shall not be changed or replaced nor shall new locks be added by Resident without the prior written permission of Landlord. Any locks so permitted to be installed shall become property of Landlord and shall not be removed by Resident. Resident shall promptly give a duplicate key to any such changed, altered, replaced or new lock to Landlord. Upon expiration of this Lease, Resident shall deliver all keys of the Apartment to Landlord.

29. NOTICES

All notices shall be in writing and shall be deemed duly given by Resident or Landlord, as the case may be either: (i) one (1) business day after delivery of such notice to an overnight courier such as Federal Express or UPS; or (ii) three (3) days after mailing such notice by certified or registered mail, return receipt requested, or (iii) upon hand delivery of such notice. In the case of notices to Resident, notices shall be addressed to Resident at the Apartment. In the case of notices to Landlord, notices shall be addressed to Landlord at the address set forth on the first page of this Lease, with a copy to Management Agent, at the address set forth on the first page of this Lease, or to such other address as Landlord may so designate by a notice as required above. Notwithstanding the foregoing, notice by either party to the other shall be deemed adequate if given in any other manner authorized by law.

30. REMOVAL OF GOODS

Resident further covenants and agrees that if Landlord shall remove Resident's goods or effects, pursuant to any permitted legal means, Landlord shall not be liable or responsible for any loss of or damage to Resident's goods or effects and Landlord's act of so removing such goods or effects shall be deemed to be the act of and for the account of Resident, provided, however, that if Landlord removes Resident's goods or effects, he shall comply with all applicable laws, and shall exercise due care in handling of such goods to the fullest practical extent under the circumstances.

31. WAIVER

The waiver of one breach of any term, condition, covenant, obligation or agreement of this Lease shall not be considered to be a waiver of that or any other term, condition, covenant, obligation or agreement or of any subsequent breach thereof.

32. SEPARABILITY CLAUSE

If any provision of this Lease or portion of such provision or the application thereof to any person or circumstance is held invalid, the remainder of the Lease (of the remainder of such provision) and the application thereof to other persons or

circumstances shall not be affected thereby.

33. ENTIRE AGREEMENT

This document and documents incorporated herein by reference and/or attached hereto contain the final and entire agreement between the parties hereto, and no parties shall be bound by any terms, conditions or representations, oral or written not set forth or provided herein. The conditions, covenants, and rules contained in this Lease may be legally enforced by the parties of this Agreement, their heirs, successors, and assigns, respectively. Landlord or Management may, from time to time, modify, amend, cancel or replace the rules and regulations applicable to the Building, residents or the parking areas (including without limitation the Resident Handbook). Landlord shall provide copies of the current rules and regulations to any Resident upon Resident's request.

34. RESIDENT'S TELEPHONE NUMBERS and EMAIL ADDRESS

Resident shall provide the Management Agent with the telephone number at which Resident can be reached at home, work or on a cell phone, if applicable. Resident shall provide the Management Agent with the email address at which Resident of the Apartment can be reached electronically.

Any change in these telephone numbers or email addresses must be promptly reported to the Management Agent when changed.

Resident's Home _____ Work _____ Cell _____

Co-resident's Home _____ Work _____ Cell _____

Resident's Email: _____ Co-resident's Email: _____

Resident shall provide Management with the telephone number of a party not living with the resident who can be called in case of an emergency.

Name _____ Telephone # _____

- 35.** The Landlord will provide insurance for up to \$750.00 per Apartment to cover the actual costs of relocation of any tenant or lawful occupant displaced by fire or by damage resulting from fire, provided the Landlord's insurance company is required under applicable law to provide such relocation benefits.

IN WITNESS WHEREOF, the parties have caused this Lease to be signed under seal, the day and year first hereinbefore written.

LANDLORD:

[NAME OF OWNERSHIP ENTITY GOES HERE]

By: Its authorized agent,
Beacon Residential Management Limited Partnership

By: _____ Date _____
Name: _____
Title: _____

RESIDENT: _____ Date _____
Print Name: _____

RESIDENT: _____ Date _____
Print Name: _____

RESIDENT: _____ Date _____
Print Name: _____

STANDARD FORM OF LEASE: AFFORDABLE

Community Name

Street Address/City/State/Zip

Telephone: (xxx) xxx-xxxx

Beacon Residential Management Limited Partnership
RENTAL AGREEMENT - Massachusetts
(Tax Credit)

Resident acknowledges that **Community Name** is operated pursuant to the rules and regulations of the Low Income Housing Tax Credit Program (the "Program"). The Program provides for a specific maximum monthly rent which may be charged for the Premises, which amount is subject to annual adjustment based upon median incomes as determined by the U.S. Dept. of Housing & Urban Development ("HUD"). The Program also requires that the Premises be leased to "Qualified Households" as defined by Section 42 of the Internal Revenue Code of 1986 ("Section 42"). At this property, Qualified Households must meet certain income limitations. Resident agrees to notify landlord immediately of any change in the composition of the household residing within the Premises, and changes in household income.

1. Parties and Dwelling Unit:

The parties to this Agreement are **Owner's Name**, referred to as the "Landlord," and _____, referred to as the "Resident." The Landlord leases to the Resident unit number _____, located at **Street Address/City/State/Zip** in the complex known as **Community Name**.

2. Length of Time (Term):

The initial term of this Agreement shall begin on _____ day of _____ and end on _____, (not less than twelve months). After the initial term ends, the Agreement will continue for successive terms of (12) twelve months unless terminated as permitted by Paragraph 25 of this Agreement.

3. Base Rent:

The Resident agrees to pay \$_____ for the partial month beginning on _____ and ending on _____. After that, Resident agrees to pay a rent of \$_____ per month.

Total rent \$_____

Tenant Rent: \$_____

Housing Assistance Payment: \$_____

This amount is due on the 1st (first) day of the month at the drop off location as follows:

Payable to: **Owner's Name**
c/o Beacon Residential Management Limited Partnership
Street Address
City/State/Zip

4. Changes in The Resident's Share of the Rent:

The Resident agrees that the amount of rent the Resident pays may be changed during the term of this Agreement if:

- a. based on current utility costs, the Landlord changes any allowance for utilities or services considered in computing the Resident's share of the rent;
- b. the maximum rents allowed by the Program based on income limits adjusted annually by U.S. Housing and Urban Development.

The Landlord agrees to implement changes in the Resident's rent payment only in accordance with the time frames and administrative procedures set forth in the Federal Low Income Housing Tax Credit program. The Landlord agrees to give the Resident at least 30 days' advance written notice of any increase in the Resident's rent except as provided in Paragraphs 4, 18, or 20. The Notice will state the new amount the Resident is required to pay, the date the new amount is effective, and the reasons for the change in rent. The Notice will also advise the Resident that he/she may meet with the Landlord to discuss the rent change.

5. Charges for Returned Checks, Late Payments and Court Awards

- a. The Landlord may collect a fee equal to the actual fee charged to the Landlord by the bank on the second or any additional time a check is not honored for payment (bounces). The charges discussed in this

paragraph are in addition to the regular monthly rent payable by the Resident.

- b. If the Resident does not pay the full amount of the rent shown in Paragraph 3 by the end of the 30th day of the month, the Landlord may collect a fee of \$_____.
- c. The Landlord may collect a charge for costs and/or reasonable attorney's fees, which a court may award in favor of the Landlord, in connection with legal proceedings in which the Resident does not prevail.

6. Condition of Dwelling Unit:

By signing this Agreement, the Resident acknowledges that unit is safe, clean and in good condition. The Resident agrees that all appliances and equipment in the unit are in good working order, except as described on the Unit Inspection Report which is Attachment No. 2 to this Agreement. The Resident also agrees that the Landlord has made no promises to decorate, alter, repair or improve the unit, except as listed on the Unit Inspection Report.

7. Charges for Utilities and Services:

The following charts describe how the cost of utilities and services related to occupancy of the unit will be paid. The Resident agrees that these charts accurately describe the utilities and services paid by the Landlord and those paid by the Resident. Resident shall take reasonable measures toward energy conservation in his/her use of the utilities.

- a. The Resident must pay for the utilities in Column (1). Payments should be made directly to the appropriate utility company. The items in Column (2) are included in the Resident's rent.

(1)		UTILITIES		(2)	
Utility Paid by Resident directly		Type of Utility		Utility Included in Resident's Rent	
		Heat		X	
		Hot Water		X	
		Lights/Electricity		X	
		Cooking		X	
		Water/Sewer		X	
X		Telephone			
X		Air Conditioning			
X		CATV/Internet			

8. Security Deposits:

The Resident has deposited \$_____ with the Landlord. The Landlord will hold this security deposit for the period the Resident occupies the unit. The deposit is not to be considered prepaid rent, nor shall damages be limited to the amount of such security deposit. After the Resident has moved from the unit, the Landlord will determine whether the Resident is eligible for a refund of any or all of the security deposit. The amount of the refund will be determined in accordance with applicable law and with the following conditions and procedures.

- a. After the Resident has moved from the unit, the Landlord will inspect the unit and complete another Unit Inspection Report. The Landlord will permit the Resident to participate in the inspection, if the Resident so requests.
- b. The Landlord will refund to the Resident the amount of the security deposit, less any amount needed to pay the cost of:
 - (1) Unpaid rent; including unpaid rent resulting from Resident's failure to provide the 30-day written notice of intent to move required by Paragraph 25;
 - (2) Damages that are not due to normal wear and tear and which are not listed on the Unit Inspection Report;
- c. The Landlord agrees to refund the amount computed in paragraph 8b within 30 days after the Resident has permanently moved out of the unit, returned possession of the unit to the Landlord, and given his/her new address to the Landlord. The Landlord will also give the Resident a written list of charges, if any that were subtracted from the deposit. If the Resident disagrees with the Landlord concerning the amounts deducted and asks to meet with the Landlord, the Landlord agrees to meet with the Resident and informally discuss the disputed charges.
- d. If the unit is rented by more than one person, the Residents agree that they will work out the details of dividing any refund among themselves. The Landlord may pay the refund to any Resident identified in Paragraph 1 of this Agreement.

- e. The Resident understands that the Landlord will not apply the Security Deposit towards the last month's rent or towards repair charges owed by the Resident in accordance with Paragraph 11.
- f. Interest on the security deposit at the prevailing interest rate as required by State law will be paid to the Resident annually.

9. Keys and Locks:

The Resident agrees not to install additional or different locks or gates on any doors or windows of the unit without the written permission of the Landlord. If the Landlord approves Resident's request to install such locks, the Resident agrees to provide the Landlord with a key for each lock. When this Agreement ends, the Resident agrees to return all keys to the dwelling unit and laundry facilities (if applicable) to the Landlord.

10. Maintenance:

a. **The Landlord agrees to:**

- (1) regularly clean all common areas of the complex;
- (2) maintain the common areas and facilities in a reasonably safe condition in compliance with the State Sanitary Code and other applicable law;
- (3) arrange for collection and removal of trash and garbage from trash rooms;
- (4) maintain all equipment and appliances in a reasonably safe and working order;
- (5) make necessary repairs with reasonable promptness;
- (6) reasonably maintain exterior lighting in good working order;
- (7) provide extermination services, as necessary; and
- (8) maintain grounds and shrubs.

b. **The Resident agrees to:**

- (1) keep the unit clean;
- (2) use all appliances, fixtures and equipment in a safe manner and only for the purposes for which they are intended;
- (3) not litter the grounds or common areas of the complex;
- (4) not destroy, deface, damage or remove any part of the unit, common areas, or complex grounds, nor permit such injury by his/her family, visitors or guests;
- (5) give the Landlord prompt notice of any defects in the plumbing fixtures, appliances, heating and cooling equipment or any other part of the unit or related facilities; and
- (6) remove garbage and other waste from the unit in a clean and safe manner;
- (7) to maintain and keep the smoke detector operational at all times. Circuit breakers are to remain in the "on" position and batteries kept in place at all times.

11. Damages:

Whenever damage is caused by carelessness, misuse, or neglect on the part of the Resident, his/her family or visitors, the Resident agrees to pay:

- a. the cost of all repairs and do so within 30 days after receipt of the Landlord's demand for the repair charges; and
- b. rent for the period the unit is damaged whether or not the unit is habitable.

12. Restrictions on Alterations:

The Resident agrees not to do any of the following without first obtaining the Landlord's written permission:

- a. change or remove any part of the appliances, fixtures or equipment in the unit;
- b. paint or install wallpaper or contact paper in the unit;
- c. attach awnings or window guards in the unit;
- d. attach or place any fixtures, signs, or fences on the building(s), the common areas, or the complex grounds;
- e. attach any shelves, screen doors, or other permanent improvements in the unit;
- f. install washing machines, dryers, fans, heaters or air conditioners in the unit;
- g. place any aerials, antennas or other electrical connections in the unit or building, except as permitted by Law; or
- h. place any waterbeds in the unit.

13. General Restrictions:

The Resident must live in the unit and the unit must be the Resident's only place of residence. The Resident shall use the premises only as a private dwelling for himself/herself and the individuals listed on the move-in Certification and Recertification of Tenant Eligibility (Tenant Income Certification form). The Resident agrees not to:

- a. move in new household members within the first lease term (except minor children born or adopted to approved household members) and thereafter Resident will permit other individuals to reside in the unit only after obtaining the prior written approval of the Landlord.
- b. sublet or assign the unit or any part of the unit;
- c. use the unit for unlawful purposes;
- d. engage in or permit by members of Resident's household, relatives, guests or invitees unlawful activities in the unit, in the common areas or on the complex grounds;
- e. have pets or animals of any kind in the unit without the prior written permission of the Landlord;
- f. make or permit by members of Resident's household, relatives, guests or invitees noises or acts that will disturb the rights or comfort of neighbors. The Resident agrees to keep the volume of any radio, stereo equipment, television or musical instrument at a level which will not disturb the neighbors; or
- g. obstruct the free use of or access to common areas by storage of personal property or otherwise.
- h. conduct commercial business from their unit.

14. Drugs

Unlawful use or possession of controlled substances or illegal drugs of any type is a material and substantial violation of this lease and will be cause for termination by Landlord.

15. Household Members, Family Members, Children, Guests, and Invitees

In order to protect the peace and comfort of all residents of these apartments and to protect the general buildings and grounds, it is reserved and specified that failure of members of the family who sign this Lease to maintain such control over the actions of their household members, family members, children, guests, and invitees that will prevent them from violating the provisions of this Lease will constitute a breach of this Lease as if such violations of its terms had been committed by the Lessees themselves. It is further covenanted and agreed that air-guns or pistols, BB guns, pellet guns or firearms of any kind, machetes, hatchets, knives, bows and arrows, fireworks, explosives and any similar articles or weapons in the possession of household members, family members, children, and any guests and invitees on the grounds of the development, either inside or outside the actual rooms of the apartment rented by the family in question, are prohibited and that each such prohibited possession constitutes a breach of this Lease and Lessee shall be responsible for all damage to personal property caused by the acts and conduct of his/her household members, family members, children, and any guests and invitees.

16. Parking

No Lessee shall park any commercial vehicles, trucks, boats, trailers, or taxi cabs in any area of the development. Lessee shall not permit anyone else in his apartment to violate this rule.

All Lessees and their guests shall observe the parking regulations set forth herein and such other regulations as the Landlord from time to time may promulgate. Should the Lessee park any vehicle, including the above-described vehicles, in any manner contrary to law, this Lease, or the Landlord's regulations that vehicle will be towed away at Lessee's/Owner's expense. Lessee agrees to obey all posted signs. Landlord assumes no responsibility or liability whatsoever for the loss or damage to any property while parked, unless caused by the negligence of the Landlord. Lessee shall not wash or make repairs to any vehicle at any place on or about the rental facilities. Parked vehicles shall at all times display current registration tags and be in operable condition otherwise such vehicles will be towed away at Lessee's/Owners' expense, without further notice. A parking sticker for one (1) vehicle per apartment shall be made available to residents as set out in the Resident Handbook.

17. Rules:

The Resident agrees to obey by the House Rules as described in the Resident Handbook which is Attachment 3 to this Agreement. The Resident agrees to obey additional rules established after the effective date of this Agreement if:

- a. the rules are reasonably related to the safety, care and cleanliness of the building and the safety, comfort and convenience of the Residents; and
- b. the Resident receives written notice of the proposed rule at least 30 days before the rule is enforced.

18. Regularly Scheduled Recertifications:

Every year around the **first day of _____** the Landlord will request the Resident to report the income and composition of the Resident's household and to supply any other information required by the Low Income Housing Tax Credit regulations and program for the purpose of determining the Resident's rent. The Resident agrees to provide accurate statements of this information and to do so by the date specified in the Landlord's request. The Landlord will verify the information supplied by the Resident.

- a. If the Resident does not submit the required recertification information by the date specified in the Landlord's request, the Landlord may impose penalties, including termination for breach of the Rental Agreement. The Landlord may implement penalties only in accordance with the administrative procedures and time frames specified in the Federal Low Income Housing Tax Credit Program, or other regulatory guidelines.
- b. Resident agrees that if the household income exceeds 140% of the area median income, its rent may be increased to the site's Market rent when the next available market unit in that building at a comparable size or smaller, becomes occupied by a Tax Credit eligible household.
- c. The Resident may request to meet with the Landlord to discuss any change in rent payment resulting from the recertification process. If the Resident requests such a meeting, the Landlord agrees to meet with the Resident and discuss how the Resident's rent was computed.
- d. It is specifically agreed that each obligation of and information supplied in connection with the Lease, Application and Certification is material, and that violation of any obligation or misrepresentation of any information shall constitute a breach of the Lease. Resident is fully aware that this Lease may not be canceled or otherwise terminated by the Resident prior to its Expiration without the written consent of the Landlord. Abandonment of the Premises or termination of the Lease for breach will not release Resident from the obligation to pay future Monthly Payment payments as provided for herein.
- e. Resident agrees that within 120 days prior to the Resident's recertification date, Resident will submit to Landlord all documentation required by Landlord necessary to insure that Resident remains a Qualified Household. In the event that Resident fails to deliver such information or Landlord determines (whether in connection with a renewal or otherwise) that Resident is no longer a Qualified Household under the Program, Resident agrees to vacate the Premises upon the earlier of the Expiration or upon 30 days' written notice from Landlord of non-qualifying status.

19. Resident to Furnish Information About Income

- a. Information to be Furnished. Resident agrees to provide to Landlord an annual certificate regarding Resident's income. The certificate shall be provided each year and shall be on a form provided by Landlord. Resident also agrees, at the request of the Landlord, to provide to Landlord copies of Resident's federal income tax returns and any other information or certificates requested by Landlord. Landlord agrees to request the income tax returns and information only for the purpose of complying with the rules and regulations of the Department of Treasury or the Internal Revenue Service relating to Tax Credit program compliance. .

- b. Landlord May Disclose Financial Information. Resident agrees that the certificates, income tax returns and other information provided by Resident may be disclosed by Landlord to the Department of Treasury, the Internal Revenue Service or any other person as may be required to satisfy Landlord's obligations relating to the program requirements for the leased premises.
- c. Failure to Provide Information is Default by Resident. Resident agrees that any failure to provide information which Resident is required to provide under Section (a) above shall be a default by Resident of its agreements under this Rental Agreement]. Resident also agrees that if any of the certificates, tax returns, or information provided by Resident are untrue, Resident shall be in default under this Rental Agreement. In the event of any such default, Landlord shall have the right to exercise any right or remedy described in Section 25 of this Rental Agreement.

20. Reporting Changes Between Regularly Scheduled Recertifications:

- a. If any of the following changes occur, the Resident agrees to advise the Landlord immediately.
 - (1) Any household member moves out of the unit or an additional household member moves in (after obtaining prior written permission as stated in Paragraph 13(a).
 - (2) An adult member of the household who was reported as unemployed on the most recent certification or recertification obtains employment.
 - (3) The household's income cumulatively increases.
 - (4) Change in a household member's student status.

21. Resident Obligation To Repay:

If the Resident submits false information on any application or certification, or does not report interim changes in family income or other factors as required by Paragraph 18 and 19 of this Agreement, this will be considered a material and substantial breach of this Agreement. The Resident may also be required to reimburse the Landlord for the difference between the rent he/she should have paid and the rent he/she was charged.

22. Size of Dwelling:

The Resident understands that the Landlord will assign units according to the size of the household. If the Resident is or becomes eligible for a different size unit, and the required size unit becomes available, the Resident agrees to:

- a. move within 30 days after the Landlord notifies him/her that a unit of the required size is available within the complex.

23. Access by Landlord:

The Landlord agrees to enter the unit only during reasonable hours, to provide reasonable advance notice of his/her intent to enter the unit, and to enter the unit only after receiving the Resident's consent to do so, except when emergency situations make such notices impossible or except under Paragraph (c) below.

- a. The Resident agrees to permit the Landlord, his/her agents or other persons, when authorized by the Landlord, to enter the unit for the purpose of making reasonable repairs and periodic inspections. Resident agrees that the Low Income Housing Tax Credit Program, as well as other Lenders and program providers, require annual inspections and agrees to permit entry to the unit when accompanied by management staff.
- b. After the Resident has given a notice of intent to move, the Resident agrees to permit the Landlord to show the unit to prospective residents during reasonable hours.
- c. If the Resident moves before this Agreement ends, the Landlord may enter the unit to decorate, remodel, alter or otherwise prepare the unit for re-occupancy.

24. Discrimination Prohibited:

The Landlord agrees not to discriminate based upon the General Laws of Massachusetts and the Massachusetts Commission Against Discrimination protected classes in the State of Massachusetts: race, color, religion, national origin, sex, children, disability/handicap, genetic information, ancestry, marital status, veteran/military status, or status as a recipient of public assistance, sexual orientation, age, or gender identity.

25. Termination of Tenancy:

- a. To terminate this Agreement at the end of a lease term, the Resident must give the Landlord 30-days'

written notice before moving from the unit. If the Resident does not give the full 30-day notice, the Resident shall be liable for rent up to the end of the 30 days for which notice was required or to the date the unit is re-rented, whichever date comes first.

- b. Any termination of this Agreement by the Landlord must be carried out in accordance with the Low Income Housing Tax Credit Program, State and local law, and the terms of this Agreement. The Landlord may terminate this Agreement only for:

- (1) the Resident's material noncompliance with the terms of this Agreement;
- (2) the Resident's material failure to carry out obligations under any State landlord and resident laws;
- (3) criminal activity that threatens the health, safety, or right to peaceful enjoyment of the premises by other Residents or any drug-related criminal activity on or near such premises, engaged in by a Resident, any member of the Resident's household, or any guest or other person under the Resident's control;
- (4) other good cause, which includes, but is not limited to, the Resident's refusal to accept the Landlord's proposed change to this Agreement. Terminations for "other good cause" may only be effective as of the end of any initial or successive term; or

The term material noncompliance with the lease includes: (1) one or more substantial violations of the lease; (2) repeated minor violations of the lease that: (a) disrupt the livability of the complex, (b) adversely affect the health or safety of any person or the right of any Resident to the quiet enjoyment of the leased premises and related complex facilities, (c) interfere with the management of the complex, or (d) have an adverse financial effect on the complex; (3) failure of the Resident to timely supply all required information on the income and composition, or eligibility factors, of the Resident household (including, but not limited to, failure to meet the disclosure and verification requirements for Social Security Numbers, or failure to sign and submit consent forms for the obtaining of wage and claim information from State Wage Information Collection Agencies), or to knowingly provide incomplete or inaccurate information; (4) non-payment of rent or any other financial obligation due under the lease beyond any grace period permitted under State law; and (5) non-qualified student status as described in Section 32 herein.

- c. If the Landlord proposes to terminate this Agreement, the Landlord agrees to give the Resident written notice of the proposed termination. If the Landlord is terminating this Agreement for "other good cause", the termination notice must be mailed to the Resident and hand-delivered to the dwelling at least thirty (30) days before the date the Resident will be required to move from the unit. Notices of proposed termination for other reasons must be given in accordance with any time frames set forth in State and local laws, or as provided for in this Agreement.

The Landlord agrees to give the Resident a written notice of termination of this Agreement not less than fourteen (14) days for non-payment of rent and thirty (30) days for other grounds as outlined in Paragraph 25(b), provided, however, that the requirement for such thirty (30) day notice to Resident shall not apply if the grounds for terminating the lease include that the Resident is using the premises for the illegal possession, sale or manufacture of controlled substances, prostitution, illegal gaming, the keeping of illegal weapons or for other activities that are grounds for voiding a lease under Mass. General Laws, Chapter 139, Section 19.

All termination notices must:

- 1) specify the date this Agreement will be terminated;
- 2) state the grounds for termination with enough detail for the Resident to prepare a defense;
- 3) advise the Resident the he/she has 10 days within which to discuss the proposed termination of tenancy with the Landlord. The 10-day period will begin on the earlier of the date the notice was hand-delivered to the dwelling unit or the day after the date the notice is mailed. If the Resident requests the meeting, the Landlord agrees to discuss the proposed termination with the Resident; and
- 4) advise the Resident of his/her right to defend the action in court.

- d. If an eviction is initiated, the Landlord agrees to rely only upon those grounds cited in the termination notice required by Paragraph 25(c), unless such ground arose after service of the notice.

The Resident shall not undertake, or permit his/her family or guests to undertake, any hazardous acts or do anything that will increase the complex's insurance premiums. Such action constitutes a material non-compliance. If the unit is damaged by fire, wind, or rain to the extent that the unit cannot be lived in and the damage is not caused or made worse by the Resident, the Resident will be responsible for rent only up to the date of the destruction. Additional rent will not accrue until the unit has been repaired to a livable condition.

27. Penalties for Submitting False Information:

Knowingly giving the Landlord false information regarding income or other factors considered in determining Resident's eligibility and rent is a material noncompliance with the Agreement subject to termination of tenancy. In addition, the Resident could become subject to penalties available under Federal law. Those penalties include fines up to \$10,000 and imprisonment for up to five years.

28. Contents of this Agreement:

This Agreement, its Attachments and provisions of law referred to within the Agreement, make up the entire Agreement between the Resident and the Landlord regarding the unit. If any court declares a particular provision of this Agreement to be invalid or illegal, all other terms of this Agreement will remain in effect and both the Landlord and the Resident will continue to be bound by them.

29. Attachments to the Agreement:

The Resident certifies that he/she has received a copy of this Agreement and the following Attachments to this Agreement and understands that these Attachments are part of this Agreement.

- a. Attachment No. 1 – Tax Credit Certification of Applicant/Tenant Income Eligibility (TIC form)
- b. Attachment No. 2 – Unit Inspection Report
- c. Attachment No. 3 – House Rules
- d. Attachment No. 4 – Lead Disclosure
- e. Attachment No. 5 – Applicants & Residents Right to Request a Reasonable Accommodation
- f. Attachment No. 6 – Smoke-Free Lease Addendum
- g. Attachment No. 7 – Pet Policy & Guidelines with Pet Agreement

30. Members of Landlord:

No member of the Landlord shall be personally liable to anyone under any terms, condition, covenant, obligation, or agreement expressed herein or implied hereunder or for any claim of damage or cause at law or in equity arising out of the occupancy of said leased premises, the use or the maintenance of said building, its approaches and equipment.

31. Waiver and Non-Waiver:

The waiver of any breach of a term, condition, promise, or obligation of this Agreement by the Landlord shall not be considered to be a waiver of that or any other term, condition, promise or obligation, or of any subsequent breach thereof.

32. Non-Full-Time Student Status:

Resident acknowledges that Dorado Apartments is operated pursuant to the rules and regulations of the Federal Low Income Housing Tax Credit Program (the "Program"). The Program provides for specific qualification restrictions with respect to occupancy of Program units by full-time students. Resident acknowledges that qualification to remain as a Resident is at all times dependent upon the household meeting all student status requirements. Should Resident fail to meet all student status requirements, Resident will be deemed an unqualified resident and in material and substantial violation of this Agreement, and will be subject to immediate eviction. Resident agrees to notify Landlord immediately of any change in student status by any member of the household.

33. Personal Property Insurance:

The Resident agrees to be solely responsible for insuring the personal property of the Resident in the apartment development. Resident hereby acknowledges that all personal property in or about the apartment or any other part of the development shall be at the sole risk of the Resident, subject to the provisions of applicable law. Management shall not be liable for damage to or loss of property of any kind which may be lost or stolen, damaged or destroyed by fire, water, steam or by any other cause whatsoever, while in the apartment or in any storage space in the building or elsewhere on or about the development or for any personal injury unless caused by the negligence or other misconduct of Management. Resident acknowledges that Management does not provide insurance for Resident's personal property.

34. APPROVED OCCUPANTS

The Resident agrees and hereinafter certifies this Agreement that only the following named persons shall be considered as residents-in-occupancy of the leased apartment, and that the Resident shall not assign this Agreement, sublet the premises, give permanent accommodation to any roomers, lodgers, or any other person not listed in this paragraph, nor permit the use of premises for any purpose other than as a private dwelling solely for the following

residents-in occupancy:

1. _____	2. _____
3. _____	4. _____
5. _____	6. _____
7. _____	8. _____

35. RESIDENT'S TELEPHONE NUMBERS

Resident shall provide Management with the telephone number at which Resident of the apartment can be reached at home and work, if applicable.

Any change in these telephone numbers must be promptly reported to Management.

Resident's Home: _____ Work: _____

Co-resident's Home: _____ Work: _____

Email: _____

Resident shall provide Management with the telephone number of a party not living with the resident who can be called in case of an emergency.

Name: _____ Telephone #: _____

(this space left intentionally blank)

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed and executed:

Owner's Name

By: Beacon Residential Management Limited Partnership, its authorized Agent

By: _____ Date: _____

RESIDENT: _____ Date: _____

RESIDENT: _____ Date: _____

RESIDENT: _____ Date: _____

RESIDENT: _____ Date: _____

RESIDENT: _____ Date: _____

RESIDENT: _____ Date: _____

RESIDENT: _____ Date: _____

RESIDENT: _____ Date: _____

ATTACHMENT #1

**Tax Credit Certification of Applicant/Tenant Income Eligibility
(Tenant Income Certification form)**

ATTACHMENT #2

Unit Inspection Report

ATTACHMENT #3

HOUSE RULES

ATTACHMENT # 4

LEAD DISCLOSURE

ATTACHMENT #5

Applicant's and Resident's Right to Request a Reasonable Accommodation

If you have a disability and you need:

- A **change or waiver in the rules or policies** of the community to afford equal access and full enjoyment of your apartment home, the common facilities or to participate in special programs located at the community;
- A **physical modification** in your apartment or to some other feature of the community which would afford you equal access and full enjoyment of your apartment home or use of the facilities located at the community; or
- A **more effective means of communication** to provide official information or permit you to contact the management office.

Then you can request these modifications or exceptions to how the community conducts its operations by making a request for a Reasonable Accommodation. The right to request a Reasonable Accommodation is established under federal and state law.

If you have a physical or mental limitation (disability) which meets the legal definitions under federal and state law and have a request that is not too expensive or difficult to arrange **and** this request will provide you with improved use of your apartment home or the common facilities of the community, then we will try to fulfill your request.

You may make this request in writing by completing a **Reasonable Accommodation Request Form** or some other type of permanent and comprehensible document (e.g., a tape cassette) which answers all the questions on the Request Form. If you need assistance completing the Request Form, we can put you in touch with group(s) that can better assist you. If you require additional information about our procedures, we will be happy to explain them in a manner that is fully comprehensible by you. If this requires the use of sign language or another alternative form of communication, we will attempt to meet your needs.

We will give you an answer within ten (10) working days of our receipt of a Reasonable Accommodation Request unless there is a problem getting the information we require to verify the appropriateness of the request. If we require additional time, we will notify you and explain the reason for the delay. We will let you know if we require additional information or if we would like to propose an alternative solution which has an equal outcome to the accommodation requested.

If for any reason we are unable to fulfill your accommodation request, we will provide you with an explanation. You will then have ten (10) working days from the date of denial to provide additional information before we consider the matter closed.

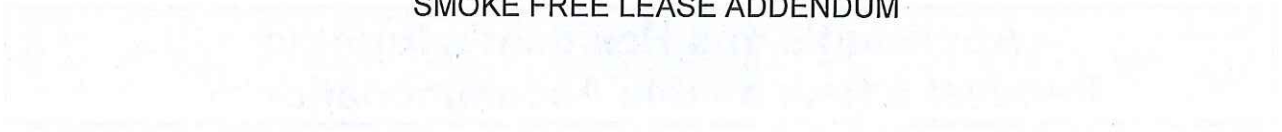
You may obtain a Reasonable Accommodation Request Form at the management office. If you have a disability and have any comments on your experience at the community, please contact the onsite Property Manager who will make arrangements for you to be contacted to discuss your experience.

Resident Signature

Date

ATTACHMENT #6

SMOKE FREE LEASE ADDENDUM



This document is a lease addendum for a smoke-free environment. It is intended to be used in conjunction with a standard lease agreement.

The purpose of this addendum is to ensure that all tenants and visitors are free from the effects of tobacco smoke. This includes a prohibition on smoking in all indoor areas, including common areas and balconies.

By signing this addendum, the tenant agrees to abide by the following rules:

- 1. No smoking is allowed in any indoor area, including common areas and balconies.
- 2. No smoking is allowed in the presence of other tenants or visitors.
- 3. No smoking is allowed in the vicinity of the building, including the parking lot and driveway.

Violations of these rules may result in the tenant being evicted from the premises without notice.

This addendum is a part of the lease agreement and is enforceable as such.

The tenant acknowledges that they have read and understood the terms of this addendum.

The tenant agrees to sign this addendum and to provide a copy to the landlord.

This addendum is valid for the duration of the lease term.

The tenant agrees to pay a fee of \$100.00 for this addendum.

The tenant agrees to pay the fee in advance.

The tenant agrees to pay the fee in cash.

The tenant agrees to pay the fee to the landlord.

The tenant agrees to pay the fee to the landlord.

The tenant agrees to pay the fee to the landlord.

ATTACHMENT #7

PET POLICY & GUIDELINES with Pet Agreement

Smoke-Free Lease Addendum

Resident is party to a written Lease (a/k/a Occupancy Agreement) with Ownership Entity Name goes here (Lessor) (the Lease). This Smoke-Free Lease Addendum states the following additional terms and conditions and rules which are hereby incorporated into the Lease.

A breach of this Lease Addendum shall give Lessor all of the rights contained herein and all of the rights in the Lease.

1. **Purpose of No-Smoking Policy:** The purpose of the No-Smoking Policy is to mitigate (i) the irritation and known health effects of secondhand smoke; (ii) the more recently documented adverse health effects of so-called "third-hand smoke" (residual tobacco smoke contamination that remains after a cigarette is extinguished, in areas where persons have been smoking); (iii) the increased maintenance, cleaning, and redecorating costs from smoking; (iv) the increased risk of fire from smoking; and (v) the high costs of fire insurance for a non-smoke-free building.
2. **Definition of Smoking:** The term "smoking" means inhaling, exhaling, breathing, chewing, or carrying any lighted cigar, cigarette, e-cigarette, hookah, snus, marijuana or other tobacco product or similar lighted product in any manner or in any form.
3. **Smoke-Free Community:** Resident agrees and acknowledges that the premises to be occupied by Resident and members of Resident's household have been designated as a smoke-free living environment. Resident and members of Resident's household shall not smoke anywhere in the apartment home rented by Resident. Furthermore, Resident and members of Resident's household shall not smoke in the building where the Resident's apartment is located or in any of the common areas or adjoining grounds of such building or other parts of the rental community, nor shall Resident permit any guests or visitors under the control of Resident to do so.
4. **Resident to Promote No-Smoking Policy and to Alert Lessor of Violations:** Resident shall inform all of Resident's household members and all of Resident's guests of the no-smoking policy. Further, Resident shall promptly give Lessor a written statement of any incident where tobacco smoke is migrating into the Resident's unit from sources outside of the Resident's apartment.
5. **Lessor to Promote No-Smoking Policy:** Lessor shall post no-smoking signs at entrances and exits, common areas, hallways, and in conspicuous places adjoining the grounds of the apartment community.
6. **Lessor Not a Guarantor of Smoke-Free Environment:** Resident acknowledges that Lessor's adoption of a smoke-free living environment, and the efforts to designate the rental community as smoke-free, do not make the Lessor or its management agent Beacon Residential Management Limited Partnership (Management Agent) the guarantor of Resident's health or of the smoke-free condition of the Resident's apartment and the common areas. However, Lessor shall take reasonable steps to enforce the smoke-free terms of its leases and to make the community smoke-free. Lessor is not required to take steps in response to smoking unless Lessor knows of said smoking or has been given written notice of said smoking.
7. **Effect of Breach and Right to Terminate Lease:** A breach of this Lease Addendum shall give each party all the rights contained herein, as well as the rights in the Lease. A material breach of this Addendum shall be a material breach of Lease and grounds for termination of the Lease by the Lessor pursuant to the Lease and applicable law.
8. **Disclaimer by Lessor:** Resident acknowledges that Lessor's adoption of a smoke free living environment, and the efforts to designate the rental community as smoke-free, does not in any way change the standard of care that the Lessor or Management Agent would have to a Resident household to render building and premises designated as smoke free any safer, more habitable, or improved in terms of air quality standards than any other rental premises. Lessor specifically disclaims any implied or express warranties that the building, common areas, or Resident's premises will have any higher or improved air quality standards than any other rental property. Lessor cannot and does not warranty or promise that the rental premises or common areas will be free from secondhand (or "thirdhand") smoke. Resident acknowledges that Lessor's ability to police, monitor, or enforce the agreements of this Addendum is dependent in significant part on voluntary compliance by Resident, Resident's household members, and Resident's guests. Residents with respiratory ailments, allergies, or any

other physical or mental condition relation to smoke are put on notice that Lessor does not assume any higher duty of care to enforce this Addendum than any other Lessor obligation under the Lease.

Signed (must be signed by all residents on the Lease):

Resident

Date

Resident

Date

Management Agent
on behalf of Lessor

Date

Traffic Impact Statement Peer Review



260 West Exchange Street, Suite 300
Providence, Rhode Island 02903
tel: 401 751-5360
fax: 401 274-2173

January 18, 2017

Ms. Christine M. Brestrup
Planning Director
Town of Amherst
4 Boltwood Avenue
Amherst, MA 01002

Subject: North Square at the Mill District, Amherst, MA
Traffic Impact Assessment Peer Review

Dear Ms. Brestrup:

CDM Smith has prepared this peer review for the Traffic Impact Assessment submitted by Vanasse & Associates, Inc. relative to North Square at the Mill District development proposed in Amherst, Massachusetts. The following materials provided by Vanasse & Associates were reviewed:

- Transportation Impact Assessment (TIA) - North Square at the Mill District - October 2016
- Appendices to the North Square at the Mill District TIA- December 2016
- Site Plan, prepared by H.W. Moore Associates, Inc., dated January 11, 2017

In general, we find that the TIA is consistent with industry practice. The TIA indicates it was performed in conformance with the MassDOT Transportation Impact Assessment (TIA) Guidelines. As such, some of our comments below relate to the MassDOT guidelines. We offer the following comments.

General Comments

1. The MassDOT *Transportation Impact Assessment (TIA) Guidelines* Section 5. I. G. 1. states the following requirements for intersection sight distance documentation:

"Document the available intersection sight distance at proposed site driveway(s). Sight distance measurements must be in conformance with the latest edition of the AASHTO manual, A Policy on Geometric Design of Highways and Streets."

No sight distance documentation is provided in the TIA.



Ms. Christine Brestrup

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2. The Site plan shows that the existing “Atkins West Drive” is going to become the “Middle Site Drive.” We recommend clarifying in the TIA that the existing “Atkins West Drive” is going to be removed and relocated.

3. The MassDOT TIA Guidelines Section 3. II. A. 1. states the following requirements for turning movement counts (TMCs):

“Traffic volume counts should include motor vehicle, pedestrian, and bicycle movements. The counts should note whether pedestrian or bicycle movements are completed diagonally at intersections, instances of bicyclists riding on sidewalks, and midblock pedestrian crossings at location(s) where the number of crossings exceeds 15 pedestrians per hour.”

No pedestrian or bicycle counts were provided with the TMC counts or in the TIA.

4. The Conclusions in the “Conclusions and Recommendations” section should be revised so that the numbering starts at “1”.
5. The values illustrated in Tables 2 and 12 require realignment (in other words, shift information down one row).

Field Observations

CDM Smith conducted a field survey of the project area; the following are existing inconsistencies with Table 1 in the TIA:

1. There are no shoulders on the North Pleasant Street NB approach to the Sunderland Road/Montague Road (Route 63)/North Pleasant Street intersection.
2. There is no sidewalk on the east side of Montague Road (Route 63) at the Montague Road (Route 63)/Cowls Road intersection.
3. It was observed that there are crosswalks on the south side of Cowls Road crossing each of the two existing site driveways.

Existing Conditions

1. In Figure 2, the lane width for the Cowls Road WB approach at Montague Road (Route 63) should be revised to approximately 11', not 21' as currently shown.
2. The following comments pertain to Table 1 of the TIA:
 - a. The Sunderland Road/Route 116 intersection is missing from this table.

Ms. Christine Brestrup

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- b. The Meadow Street/Route 116 intersections should be revised to state “Meadow Street approaches accommodate a shared left-through lane” instead of “Meadow Street approaches accommodate a through lane,” as currently stated.
 - c. Recommend renaming “Cowls Road/Site Drive” to “Cowls Road/Site Drive(s).”
 3. The paragraph under Table 2 should be revised to state “374 vehicles per hour (vph) during the weekday morning peak-hour and 442 vph during the weekday evening peak hour” instead of “406 vehicles per hour (vph) during the weekday morning peak-hour and 452 vph during the weekday evening peak hour,” as currently stated.
 4. Please revise the following discrepancies in Figure 3:
 - a. Sunderland Road SB left-turn (LT) at Pine Street/Meadow Street should be 174 vehicles, not 125 vehicles.
 - b. Sunderland Road SB right-turn (RT) at Pine Street/Meadow Street should be 125 vehicles, not 174 vehicles.
 5. The MassDOT TIA Guidelines Section 3. II. I. state the following requirements for transit service frequency:

“Transit routes, stops, passenger loads (when available), frequency of service, and service operating hours shall be documented.”

Some of these requirements are not included in the “Public Transportation” section of the TIA.

Future Conditions

1. Please revise the following discrepancies in Figure 7:
 - a. Pine Street WB through (TH) at North Pleasant Street/Sunderland Road should be 113 vehicles, not 13 vehicles.
 - a. North Pleasant Street NB TH at Meadow Street/Pine Street should be 322 vehicles, not 49 vehicles.
2. In Table 6, the “Direction (to/from)” is switched for the two (2) Route 116 entries. Please revise.
3. In Figure 13, the Sunderland Street SB TH volume should be 376 vehicles, not 346 vehicles. Please revise.

Ms. Christine Brestrup

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4. In Figure 14, the Cowls Road EB RT volume should be 6 vehicles, not 16 vehicles. Please revise.

Trip Generation

1. The MassDOT TIA Guidelines Section 3. V. A. states the following requirements with regards to the Institute of Traffic Engineers (ITE) trip generation rates:

“The trip generation section of the TIA should include a brief discussion of the data and rates available in the Trip Generation Handbook, the rate used for the unadjusted trip generation, and the rationale for its use.”

The MassDOT TIA Guidelines Section 3. V. 3. also state:

“The assumptions and calculations for the trip generation analysis must be delineated so that this is readily and clearly understood.”

The trip generation assumptions and calculations within the TIA should be clarified further; specifically, this comment refers to Table 5 and Figure 9.

2. The executive summary of the TIA states:

“The project will be primarily served by two full-access driveways on Cowls Road, with the western drive providing access for the residential use and the central drive providing access for both the commercial and residential uses. In addition, there is a site drive at Atkins Farm (the east drive), which is not formally part of the project.”

Based on the assumption that the west site drive will be only for residential use, the following findings were noted with regards to the percentage of total residential trips using the west site drive (the remaining must subsequently be using the middle site drive):

Weekday Morning Peak Hour

- 3 of 13 (23%) of total residential entering trips
- 2 of 54 (4%) of total residential exiting trips

Weekday Evening Peak Hour

- 17 of 58 (29%) of total residential entering trips
- 22 of 31 (71%) of total residential exiting trips

Ms. Christine Brestrup

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Saturday Midday Peak Hour

- 16 of 36 (44%) of total residential entering trips
- 14 of 32 (44%) of total residential exiting trips

Please clarify if the distribution of residential trips between the west and middle site driveways is based on origin-destination data or existing travel patterns.

Trip Distribution

1. Consider adding to the trip distribution map or clarifying in the TIA the assumed distribution of generated trips on Cows Road, as well as the 40% Sunderland Road/60% Montague Road (Route 63) split for vehicles coming to and from the south of the site.

Synchro and Capacity Analysis

1. The Sunderland Road SB LT at Pine Street/Meadow Street and Sunderland Road SB RT at Pine Street/Meadow Street that were switched in Figure 3 were carried through the Peak Hour Traffic Volume Figures, the Synchro files, and the Level-of-Service and Vehicle Queue Summary tables.
2. The following cannot be verified with the information provided in the Synchro printouts:
 - a. Link speeds
 - b. Heavy vehicle percentages for the unsignalized intersections
3. The 2023 Build Synchro printouts for the potential realignment concept at the Montague Road at Sunderland Road intersection shows all heavy vehicle percentages to be 0%. However, this does not reflect the TMC counts.
4. The peak hour factor (PHF) for some No-Build and Build approaches was changed to 0.92, while the PHF for other approaches was kept the same as existing. While it is an acceptable practice to increase the PHF for future conditions (assuming the traffic distribution through the hour is more evenly balanced in the future) please clarify the methodology implemented (in other words, why was the PHF adjusted for only certain approaches and not all).
5. In Table 10, the 95th Queue length for the Route 116 at Meadow Street, Weekday Evening, Route 116 SB LT should say 13 feet, not 163 feet.
6. The MassDOT TIA Guidelines Section 3. IV. B. 1. state the following requirements for safety analysis:

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“If a proponent’s trips result in a level of service (LOS) degradation, a development will be considered to have had an impact and the proponent must assess options to mitigate the impact.”

While 2023 Build Optimized Timings are provided for the Weekday Evening peak hour for the Route 116 at Meadow Street intersection, they are not provided for the Saturday Midday. However, the Meadow Street WB LT/TH is expected to experience a LOS D in the 2023 No-Build and LOS E in the 2023 Build. It appears that timing adjustments are required for mitigation during the Saturday peak hour as well. Please note, it is common practice to adjust signal timings for an “optimized” build conditions analysis such that the degradation of LOS is eliminated. For instance, under optimized timings the Meadow Street WB LT/TH approach should return to LOS D.

Roadway Improvements

1. On Page 31 of the TIA, the Pleasant Street at Meadow Street and Pine Street write-up should be revised to state “With Build optimized timings” instead of “With optimized timings,” as currently stated.
2. In Table 13, the queue lengths for a number of lanes are longer under the 2023 Build Optimized conditions than the 2023 No-Build conditions and the 2023 Build conditions. Specifically:
 - The North Pleasant Street SB LT queues at the North Pleasant Street at Meadow Street and Pine Street intersection are expected to back up further past the Sunderland Street/Montague Road (Route 63) intersection in the 2023 Build Optimized conditions.
 - The North Pleasant Street NB LT queues at the North Pleasant Street at Meadow Street and Pine Street intersection are expected to back up beyond the storage capacity in the 2023 Build Optimized conditions.

Crash Rate Analysis

1. The MassDOT TIA Guidelines Section 3. III. F. states the following requirements for safety analysis:

“Safety analysis shall be prepared per the requirements of the MassDOT Traffic and Safety Engineering 25% Design Submission Guidelines.” These 25% Design Submission guidelines state:

Ms. Christine Brestrup

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“Calculation of the study area intersection(s) and segment(s) crash rates, as applicable, using the standard MassDOT Crash Rate Worksheet are required.”

The crashes rates are included in Table 4 and appear to be correct. However, crash rate worksheets are not provided in the TIA.

2. The MassDOT TIA Guidelines Section 3. III. F. states the following requirements for safety analysis:

“Collision diagrams shall be based on actual crash reports with crash diagrams and narratives and shall be completed for all study area intersections with more than 3 crashes per year unless otherwise directed by MassDOT. Intersection safety narratives shall discuss potential crash causes and potential remedies.”

The North Pleasant Street at Meadow Street and Pine Street intersection was reported to have 4 crashes per year. Proponent should illustrate crash diagram and identify if the increase in traffic through intersection due to development is expected to exacerbate collision occurrence.

Complete Streets

1. The MassDOT TIA Guidelines Section 4. III. B. 1. a) states the following requirements for Complete Streets:

“Any proposed mitigation measures within the state highway layout must be consistent with a Complete Streets design approach that provides adequate and safe accommodation for all roadway users, including pedestrians, bicyclists, and public transit riders.”

Also, the Town of Amherst Zoning Bylaws Article 11.243 states:

“The site shall be designed to provide for the convenience and safety of vehicular and pedestrian movement both within the site and in relation to adjoining ways and properties.”

There is a PVTA bus stop on the north side of Cowls Road just to the west of the existing “Atkins West Drive.” The proponent should identify if appropriate pedestrian accommodations can be provided to encourage non-motorized access to/from the site.

Site Plan

1. There is no stop bar shown for the Middle Site Drive, and no stop bar or stop sign shown for the West Site Drive.

Ms. Christine Brestrup

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2. The parking space closest to the West Site Drive on the west side of the parking lot appears too close to the crosswalk.
3. To the east of the Middle Site Drive, there is a rectangle shown in the grass strip (the “Sign (See Landscape Plans)” callout goes right through this rectangle). Please confirm this is not an object that will limit sight distance.
4. Plans showing truck turning templates were not included for review. Please verify that turning radii requirements for heavy vehicles such as emergency vehicle and waste management can be accommodated.
5. The MassDOT TIA Guidelines Section 2. IV. J. states the following requirements for parking:

“Identify the anticipated number and type of parking spaces (to include automobile parking, bicycle parking, and preferential parking) and parking ratio, including a comparison to required minimum and maximum parking ratios for the site (if ratios are required) for both ITE and local municipality ratios (if available). Identify potential shared parking, on-street parking, and offsite parking opportunities.”

The assumptions and calculations used to determine the number of parking spots (including the distribution of standard, compact, and handicap spots), as summarized on the site plan, should be clarified further (in other words, please reference the guidelines used for calculations).



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Summary

As noted previously, the TIA has generally been prepared in conformance with industry practice. We have noted minor areas where clarifications are required, miscalculations need be corrected, or missing information need be provided for further review.

We appreciate the opportunity to provide the Town of Amherst with these peer review services. Should you have any questions or comments, please do not hesitate to contact Lisa Sherman or me at 401-751-5360.

Very truly yours,

A handwritten signature in black ink that reads "Michael R. Pezzullo". The signature is written in a cursive, flowing style.

Michael Pezzullo
Project Engineer
CDM Smith, Inc.

cc: Lisa Sherman, CDM Smith





35 New England Business Center Drive
Suite 140
Andover, MA 01810-1066
Office 978-474-8860
Fax 978-688-6508

Ref: 7262

January 18, 2017

Ms. Darcy Jameson
Beacon Communities
Two Center Plaza, Suite 700
Boston, MA 02108

Re: Response to Comments
Proposed Mixed-Use Development
Amherst, Massachusetts

Dear Darcy:

As requested, Vanasse & Associates, Inc. (VAI) has provided responses to the January 18, 2017 comment letter from CDM Smith with respect to the above-referenced project. We appreciate the CDM Smith comprehensive review and as stated in the CDM Smith letter, the traffic study is consistent with industry practices and the comments are minor in nature with supplemental information required. None of the comments change the study findings and conclusions and the project can be accommodated within the confines of the existing transportation system.

For ease of review, we have provided the comment followed by our responses.

General Comments

Comment 1. *The MassDOT Transportation Impact Assessment (TIA) Guidelines Section 5. I. G. 1. states the following requirements for intersection sight distance documentation:*

"Document the available intersection sight distance at proposed site driveway(s). Sight distance measurements must be in conformance with the latest edition of the AASHTO manual, A Policy on Geometric Design of Highways and Streets."

No sight distance documentation is provided in the TIA.

Response: For 30 mph, the required sight distance is 200 feet. Adequate sight distance is available at the existing and proposed driveways. See attached plan.

Comment 2. *"The Site plan shows that the existing "Atkins West Drive" is going to become the "Middle Site Drive." We recommend clarifying in the TIA that the existing "Atkins West Drive" is going to be removed and relocated."*

Response: Comment noted.

Comment 3. *"The MassDOT TIA Guidelines Section 3. II. A. 1. states the following requirements for turning movement counts (TMCs):*

"Traffic volume counts should include motor vehicle, pedestrian, and bicycle movements. The counts should note whether pedestrian or bicycle movements are completed diagonally at intersections, instances of bicyclists riding on sidewalks, and midblock pedestrian crossings at location(s) where the number of crossings exceeds 15 pedestrians per hour."

No pedestrian or bicycle counts were provided with the TMC counts or in the TIA."

Response: Pedestrian and bicycle counts are attached.

Comment 4. *"The Conclusions in the "Conclusions and Recommendations" section should be revised so that the numbering starts at "1"."*

Response: Comment noted.

Comment 5. *"The values illustrated in Tables 2 and 12 require realignment (in other words, shift information down one row)."*

Response: Comment noted.

Field Observations

CDM Smith conducted a field survey of the project area; the following are existing inconsistencies with Table 1 in the TIA:

Comment 1. *"There are no shoulders on the North Pleasant Street NB approach to the Sunderland Road/Montague Road (Route 63)/North Pleasant Street intersection."*

Comment 2. *"There is no sidewalk on the east side of Montague Road (Route 63) at the Montague Road (Route 63)/Cows Road intersection."*

Comment 3. *"It was observed that there are crosswalks on the south side of Cows Road crossing each of the two existing site driveways. "*

Response: No response necessary.

Existing Conditions

Comment 1. *In Figure 2, the lane width for the Cows Road WB approach at Montague Road (Route 63) should be revised to approximately 11', not 21' as currently shown.*

Response: Comment noted.

Comment 2. *The following comments pertain to Table 1 of the TIA:*

a. *The Sunderland Road/Route 116 intersection is missing from this table.*

- b. *The Meadow Street/Route 116 intersections should be revised to state "Meadow Street approaches accommodate a shared left-through lane" instead of "Meadow Street approaches accommodate a through lane," as currently stated.*
- c. *Recommend renaming "Cowls Road/Site Drive" to "Cowls Road/Site Drive(s)."*

Response: The updated table is attached.

Comment 3. *The paragraph under Table 2 should be revised to state "374 vehicles per hour (vph) during the weekday morning peak-hour and 442 vph during the weekday evening peak hour" instead of "406 vehicles per hour (vph) during the weekday morning peak-hour and 452 vph during the weekday evening peak hour," as currently stated.*

Response: Comment noted.

Comment 4. *Please revise the following discrepancies in Figure 3:*

- a. *Sunderland Road SB left-turn (LT) at Pine Street/Meadow Street should be 174 vehicles, not 125 vehicles.*
- b. *Sunderland Road SB right-turn (RT) at Pine Street/Meadow Street should be 125 vehicles, not 174 vehicles.*

Response: The Network was modified and is attached. The analysis was revised with no operational changes noted.

Comment 5. *The MassDOT TIA Guidelines Section 3. II. I. state the following requirements for transit service frequency:*

"Transit routes, stops, passenger loads (when available), frequency of service, and service operating hours shall be documented."

Some of these requirements are not included in the "Public Transportation" section of the TIA.

Response: Transit schedules are attached.

Future Conditions

Comment 1. *Please revise the following discrepancies in Figure 7:*

- a. *Pine Street WB through (TH) at North Pleasant Street/Sunderland Road should be 113 vehicles, not 13 vehicles.*
- a. *North Pleasant Street NB TH at Meadow Street/Pine Street should be 322 vehicles, not 49 vehicles.*

Response: Revised Figure is attached.

Comment 2. *In Table 6, the "Direction (to/from)" is switched for the two (2) Route 116 entries. Please revise.*

Response: Comment noted.

Comment 3. *In Figure 13, the Sunderland Street SB TH volume should be 376 vehicles, not 346 vehicles. Please revise.*

Response: Revised figure attached.

Comment 4. *In Figure 14, the Cows Road EB RT volume should be 6 vehicles, not 16 vehicles. Please revise.*

Response: Revised figure attached.

Trip Generation

Comment 1. *The MassDOT TIA Guidelines Section 3. V. A. states the following requirements with regards to the Institute of Traffic Engineers (ITE) trip generation rates:*

"The trip generation section of the TIA should include a brief discussion of the data and rates available in the Trip Generation Handbook, the rate used for the unadjusted trip generation, and the rationale for its use."

The MassDOT TIA Guidelines Section 3. V. 3. also state:

"The assumptions and calculations for the trip generation analysis must be delineated so that this is readily and clearly understood."

The trip generation assumptions and calculations within the TIA should be clarified further; specifically, this comment refers to Table 5 and Figure 9.

Response: Trip Generation estimate follows standard industry methodology. Calculations sheets are attached.

Comment 2. *The executive summary of the TIA states:*

"The project will be primarily served by two full-access driveways on Cows Road, with the western drive providing access for the residential use and the central drive providing access for both the commercial and residential uses. In addition, there is a site drive at Atkins Farm (the east drive), which is not formally part of the project."

Based on the assumption that the west site drive will be only for residential use, the following findings were noted with regards to the percentage of total residential trips using the west site drive (the remaining must subsequently be using the middle site drive):

Weekday Morning Peak Hour

- 3 of 13 (23%) of total residential entering trips
- 2 of 54 (4%) of total residential exiting trips

Weekday Evening Peak Hour

- 17 of 58 (29%) of total residential entering trips
- 22 of 31 (71%) of total residential exiting trips

Saturday Midday Peak Hour

- 16 of 36 (44%) of total residential entering trips
- 14 of 32 (44%) of total residential exiting trips

Please clarify if the distribution of residential trips between the west and middle site driveways is based on origin-destination data or existing travel patterns.

Response: Overall approximately 20 percent of the residential parking is provided via the westerly driveway and, for the most part, less traffic was assigned to this driveway with the exception of the weekday evening exiting traffic volumes. With all the driveways operating at LOS B or better, any redistribution of traffic will not alter the study findings.

Trip Distribution

Comment 1, *Consider adding to the trip distribution map or clarifying in the TIA the assumed distribution of generated trips on Cows Road, as well as the 40% Sunderland Road/60% Montague Road (Route 63) split for vehicles coming to and from the south of the site.*

Response: Specific traffic assignments are depicted in Figures 10, 11, and 12.

Synchro and Capacity Analysis

Comment 1. *The Sunderland Road SB LT at Pine Street/Meadow Street and Sunderland Road SB RT at Pine Street/Meadow Street that were switched in Figure 3 were carried through the Peak Hour Traffic Volume Figures, the Synchro files, and the Level-of-Service and Vehicle Queue Summary tables.*

Response: The updated Synchro analysis and tables are attached. No changes in operations were noted.

Comment 2. *The following cannot be verified with the information provided in the Synchro printouts:*

a. *Link speeds*

b. *Heavy vehicle percentages for the unsignalized intersections*

Response: The link default of 30 mph was utilized, which does not impact the analysis. Heavy vehicle percentages were based upon the traffic count data.

Comment 3. *The 2023 Build Synchro printouts for the potential realignment concept at the Montague Road at Sunderland Road intersection shows all heavy vehicle percentages to be 0%. However, this does not reflect the TMC counts.*

Response: The analysis was updated with observed truck percentages. No changes in the operations were noted.

Comment 4. *The peak hour factor (PHF) for some No-Build and Build approaches was changed to 0.92, while the PHF for other approaches was kept the same as existing. While it is an acceptable practice to increase the PHF for future conditions (assuming the traffic distribution through the hour is more evenly balanced in the future) please clarify the methodology implemented (in other words, why was the PHF adjusted for only certain approaches and not all).*

Response: The PHF's were increased to 0.92 for only the North Pleasant Street at Meadow Street and Pine Street intersection which experiences the most delay in the area and as such traffic is more likely to be more evenly balanced in the future. While all intersections could be analyzed with higher factors, a more conservative analysis was utilized.

Comment 5. *In Table 10, the 95th Queue length for the Route 116 at Meadow Street, Weekday Evening, Route 116 SB LT should say 13 feet, not 163 feet.*

Response: Comment noted.

Comment 6. *The MassDOT TIA Guidelines Section 3. IV. B. 1. state the following requirements for safety analysis:*

"If a proponent's trips result in a level of service (LOS) degradation, a development will be considered to have had an impact and the proponent must assess options to mitigate the impact."

While 2023 Build Optimized Timings are provided for the Weekday Evening peak hour for the Route 116 at Meadow Street intersection, they are not provided for the Saturday Midday. However, the Meadow Street WB LT/TH is expected to experience a LOS D in the 2023 No-Build and LOS E in the 2023 Build. It appears that timing adjustments are required for mitigation during the Saturday peak hour as well. Please note, it is common practice to adjust signal timings for an "optimized" build conditions analysis such that the degradation of LOS is eliminated. For instance, under optimized timings the Meadow Street WB LT/TH approach should return to LOS D.

Response: As stated in the traffic study, the intersection of North Pleasant Street at Meadow Street and Pine Street and Route 116 at Meadow Street may require future optimal timings by the town and state, respectively, independent of this project. The project proponent is not proposing any changes at these locations.

Roadway Improvements

Comment 1. *On Page 31 of the TIA, the Pleasant Street at Meadow Street and Pine Street write-up should be revised to state "With Build optimized timings" instead of "With optimized timings," as currently stated.*

Response: Comment noted.

Comment 2. *In Table 13, the queue lengths for a number of lanes are longer under the 2023 Build Optimized conditions than the 2023 No-Build conditions and the 2023 Build conditions. Specifically:*

- *The North Pleasant Street SB LT queues at the North Pleasant Street at Meadow Street and Pine Street intersection are expected to back up further past the Sunderland Street/Montague Road (Route 63) intersection in the 2023 Build Optimized conditions.*
- *The North Pleasant Street NB LT queues at the North Pleasant Street at Meadow Street and Pine Street intersection are expected to back up beyond the storage capacity in the 2023 Build Optimized conditions.*

Response: The project will add between 8-9 vehicles to the North Pleasant Street southbound left-turn movement, or approximately one (1) vehicle every 6-7 minutes. Future retiming by the town of this intersection should consider the above comment and minimize overall southbound queues.

The project does not add any traffic to the North Pleasant Street northbound left-turn movement.

Crash Rate Analysis

Comment 1. *The MassDOT TIA Guidelines Section 3. III. F. states the following requirements for safety analysis:*

"Safety analysis shall be prepared per the requirements of the MassDOT Traffic and Safety Engineering 25% Design Submission Guidelines." These 25% Design Submission guidelines state:

"Calculation of the study area intersection(s) and segment(s) crash rates, as applicable, using the standard MassDOT Crash Rate Worksheet are required."

The crashes rates are included in Table 4 and appear to be correct. However, crash rate worksheets are not provided in the TIA.

Response: Crash rate sheet calculations are attached.

Comment 2. *The MassDOT TIA Guidelines Section 3. III. F. states the following requirements for safety analysis:*

"Collision diagrams shall be based on actual crash reports with crash diagrams and narratives and shall be completed for all study area intersections with more than 3 crashes per year unless otherwise directed by MassDOT. Intersection safety narratives shall discuss potential crash causes and potential remedies."

The North Pleasant Street at Meadow Street and Pine Street intersection was reported to have 4 crashes per year. Proponent should illustrate crash diagram and identify if the increase in traffic through intersection due to development is expected to exacerbate collision occurrence.

Response: Calculated accident rates fall below the state averages. Collision diagrams are only required with a MassDOT 25% design submission.

Complete Streets

Comment 1. *The MassDOT TIA Guidelines Section 4. III. B. 1. a) states the following requirements for Complete Streets:*

"Any proposed mitigation measures within the state highway layout must be consistent with a Complete Streets design approach that provides adequate and safe accommodation for all roadway users, including pedestrians, bicyclists, and public transit riders."

Also, the Town of Amherst Zoning Bylaws Article 11.243 states:

"The site shall be designed to provide for the convenience and safety of vehicular and pedestrian movement both within the site and in relation to adjoining ways and properties."

Ms. Darcy Jameson
January 19, 2017
Page 9

There is a PVTA bus stop on the north side of Cows Road just to the west of the existing "Atkins West Drive." The proponent should identify if appropriate pedestrian accommodations can be provided to encourage non-motorized access to/from the site.

Response: No improvements are proposed on state highways. A pedestrian connection and crosswalk is proposed at the PVTA Bus Stop.


Site Plan

Response: H.W. Moore to respond with separate letter.

If you should have any questions or require additional information, please feel free to contact me.

Sincerely,

VANASSE & ASSOCIATES, INC.



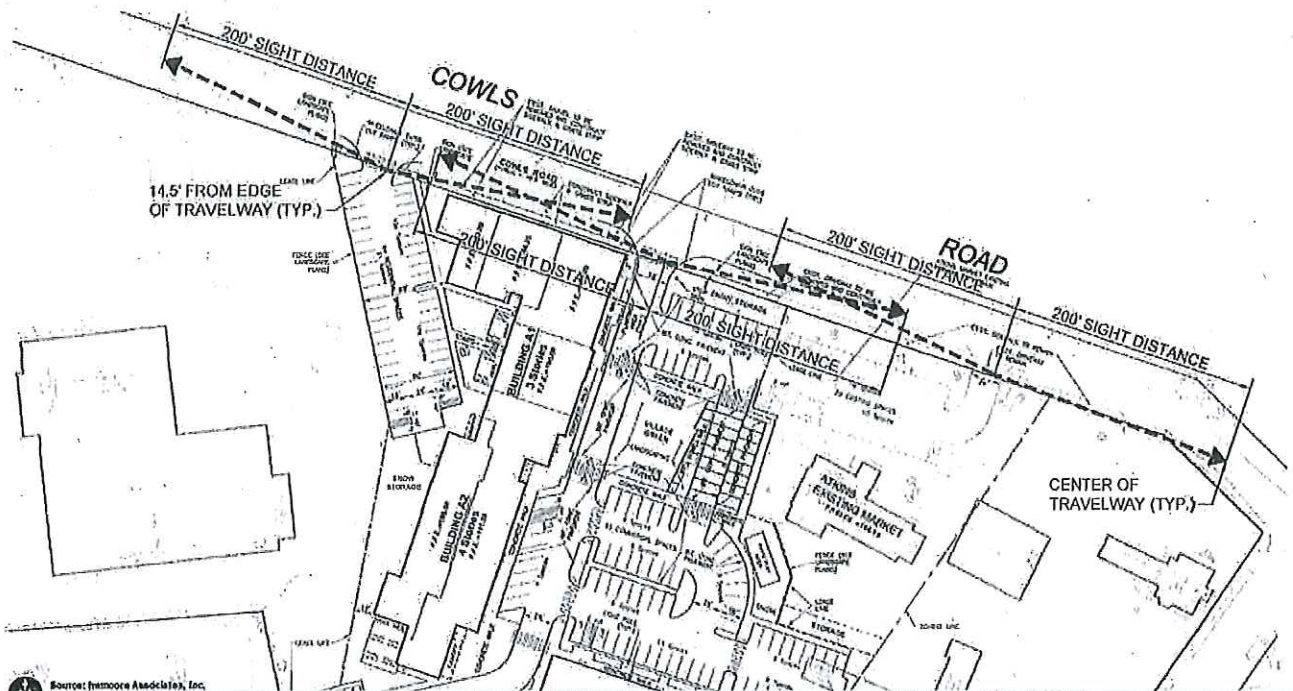
F. Giles Ham, P.E.
Managing Principal

Attachments

cc: File

APPENDIX

**SIGHT DISTANCES
PEDESTRIAN/BICYCLE COUNTS
TABLE 1 UPDATED
TRIP GENERATION
TRANSIT SCHEDULES
NETWORK REVISIONS
CAPACITY ANALYSIS REVISIONS
UPDATED TABLES
ACCIDENT RATE CALCULATIONS**



Source: Henssler Associates, Inc.
10/10/2014
WAI
Wenssler Associates, Inc.
Transportation Engineers & Planners

Cowls Road at Site Driveways
Sight Distance Plan

hwmoore
ASSOCIATES, INC.
CIVIL ENGINEERING | LAND PLANNING

Ms. Darcy Jameson
Development Director
Beacon Communities Development LLC
Two Center Plaza
Suite 700
Boston, MA 02108

January 19, 2017

Re: North Square at the Mill District
Amherst, MA

Dear Darcy:

We are in receipt of a draft copy of the Traffic Impact Assessment Peer Review report dated January 18, 2017, prepared by CDM Smith and offer the following responses to the Site Plan comments:

Comment #1. There is no stop bar shown for the Middle Site Drive, and no stop bar or stop sign shown for the West Site Drive.

Response: *The site plan will be revised to include these items.*

Comment #2. The parking space closest to the West Site Drive on the west side of the parking lot appears too close to the crosswalk.

Response: *An automobile backing out of the parking space will back up into the parking lot, in a southerly direction, and will not back out over the crosswalk.*

Comment #3. To the east of the Middle Site Drive, there is a rectangle shown in the grass strip (The "Sign (See Landscape Plans.)" callout goes right through this rectangle). Please confirm this is not an object that will limit sight distance.

Response: *This is an oversight and there should be no obstruction. The plans will be revised to eliminate these obstructions.*

Comment #4. Plan showing truck turning templates were not included for review. Please verify that turning radii requirements for heavy vehicles such as emergency vehicles and waste management can be accommodated.

Response: *A Fire Truck Turning Plan was prepared and submitted to the Amherst Fire Department for their review and approval. An InterCity Bus 45 was used for the truck turning template. It is our understanding that this Bus-45 template has a larger turning radius than the Amherst fire trucks and was reviewed approved by the Fire Department.*

Comment #5. The MassDot TIA Guidelines Section 2.IV.J. states the following requirements for parking:

“Identify the anticipated number and type of parking spaces (to include automobile parking, bicycle parking, and preferential parking) and parking ratio, including a comparison to required minimum and maximum parking ratios for the site (if ratios are required) for both ITE and local municipality ratios (if available). Identify potential shared parking, on-street parking, and offsite parking opportunities.”

The assumptions and calculations used to determine the number of parking spots (including the distribution of standard, compact, and handicap spots), as summarized on the site plan, should be clarified further (in other words, please reference the guideline used for calculations).

Response: *The property will be served with 304 parking spaces. There will be 93 parking spaces for the commercial retail uses and 211 parking spaces for the residential uses. The number of parking spaces for the residential units is based on 1 parking space for each of the 59 1-bedroom units and 2 parking spaces for each of the 71 2 and 3 bedroom units with 10 extra parking spaces.*

As permitted by zoning, up to 50 percent of the parking spaces can be compact car spaces. As currently designed there are 147 compact parking spaces and 157 standard size parking spaces. A total of 11 handicap parking spaces have been provided in accordance with Massachusetts Architectural Access Board Rules and Regulations. 7 handicap parking spaces have been provided for the 7 accessible units and 4 handicap parking spaces have been provided to serve the retail space.

Should you have any questions or comments, please do not hesitate to contact us.

Very truly yours,
H.W. Moore Associates, Inc.

Robert K. Carter

Storm Water Summary

Technical Memorandum

STORMWATER SUMMARY

Date: January 18, 2017

RE: Executive Stormwater Summary
North Square at the Mill District
Amherst, MA 02215

This executive summary describes the Stormwater Mitigation Calculations dated December 30, 2016.

The project site is a 14.14± acre parcel located on the south side of Cowls Road. A triangular parcel, the project site is bound by properties along Sunderland Road to the southwest, properties along Montague Road to the southeast, and Cowls Road to the north. The proposed development will occupy 5.37 acres of land leased within the center of the 14.14 acre parcel. The site is presently occupied by a lumber mill and open warehouse located on the west side of the site. Land cover is generally compacted gravel drives and parking lots with grass and landscape areas along Cowls Road.

Under existing conditions, the project site is divided into two watersheds: Watershed 1 and Watershed 2.

Watershed 1 consists of the northern half of the project site and properties upland of this watershed such as the Atkins Farms Country Market and properties along Montague Road. See attached Existing Watershed Plan. In general, stormwater runoff from Watershed 1 flows in a westerly direction and eventually drains to the Cowls Road storm drain system, to the existing 18 inch culvert in Cowls Road that discharges to Eastman Brook located north of Cowls Road. Under existing conditions the peak rates of runoff from Watershed 1 for the 2, 10, and 100 year storm events are 7.10, 12.71, and 22.18 cubic feet per second respectively.

Watershed 2 is land on the southern side of the project site and some uphill Montague Road properties which drain onto the project site. Stormwater runoff from these areas flow to a depression on the southern side of the project site. Calculations indicate that no stormwater flows out of this depression up to and including a 100-year recurrence interval storm event. This means that the stormwater is infiltrating into the ground and that no stormwater runoff flows out of the southern portion of the project site.

Under proposed conditions, the majority of the project is located within Watershed 1. See attached Proposed Watershed Plan. This means that most areas on the project site eventually discharge to the existing 18" culvert in Cowls Road and Eastman Brook. The only area not draining to Cowls Road is Watershed 2, a small unaltered wooded area

along the west side of the project site. This area will continue to infiltrate its runoff into the ground.

Stormwater mitigation for the Proposed Watershed 1 is achieved through seven stormwater detention/infiltration systems comprised of 388 Chambermaxx model (2.5' high, 4' wide and 7' long) Contech stormwater chambers. Under proposed conditions, the peak rate of runoff for the 2, 10, and 100 year storm events are 0.97, 3.72, and 20.26 cubic feet per second respectively. The overall rate of runoff offsite under proposed conditions will be less than the rate of runoff under existing conditions as required by Standard #2 the Mass DEP Stormwater Standards.

Based on the preliminary Geotechnical Site Evaluation, onsite soils generally consist of sand which is classified as hydrologic soil group "A," indicative of rapid infiltration rate when thoroughly wet. The infiltration rate used in the HydroCAD calculations is 8.27 in/hr as specified in the Massachusetts Stormwater Handbook for sandy soils.

Volume of stormwater runoff will also decrease under proposed conditions. Under existing conditions, the volume of runoff from Watershed 1 to Eastman Book for the 2, 10, and 100-year storms events are 0.54, 0.98, and 1.87 acre-feet respectively. Under proposed conditions volume of runoff from Watershed 1 for 2, 10, 100- year storm events are 0.06, 0.29, and 1.13 acre feet respectively. As stated previously virtually no stormwater runoff flows from Watershed 2 under existing and proposed conditions.

Significant attention and consideration has been given to proper management of stormwater runoff from the project site. The unique site-specific characteristics and hydrologic setting has been carefully studied to develop a comprehensive plan that fully utilizes and recognizes these attributes. Disposition of stormwater has been considered, with respect to its peak rate and total volume to ensure appropriate mitigation upon project completion. There will be no adverse impact to any surrounding areas and the drainage system has been properly designed to handle the design flow rates.

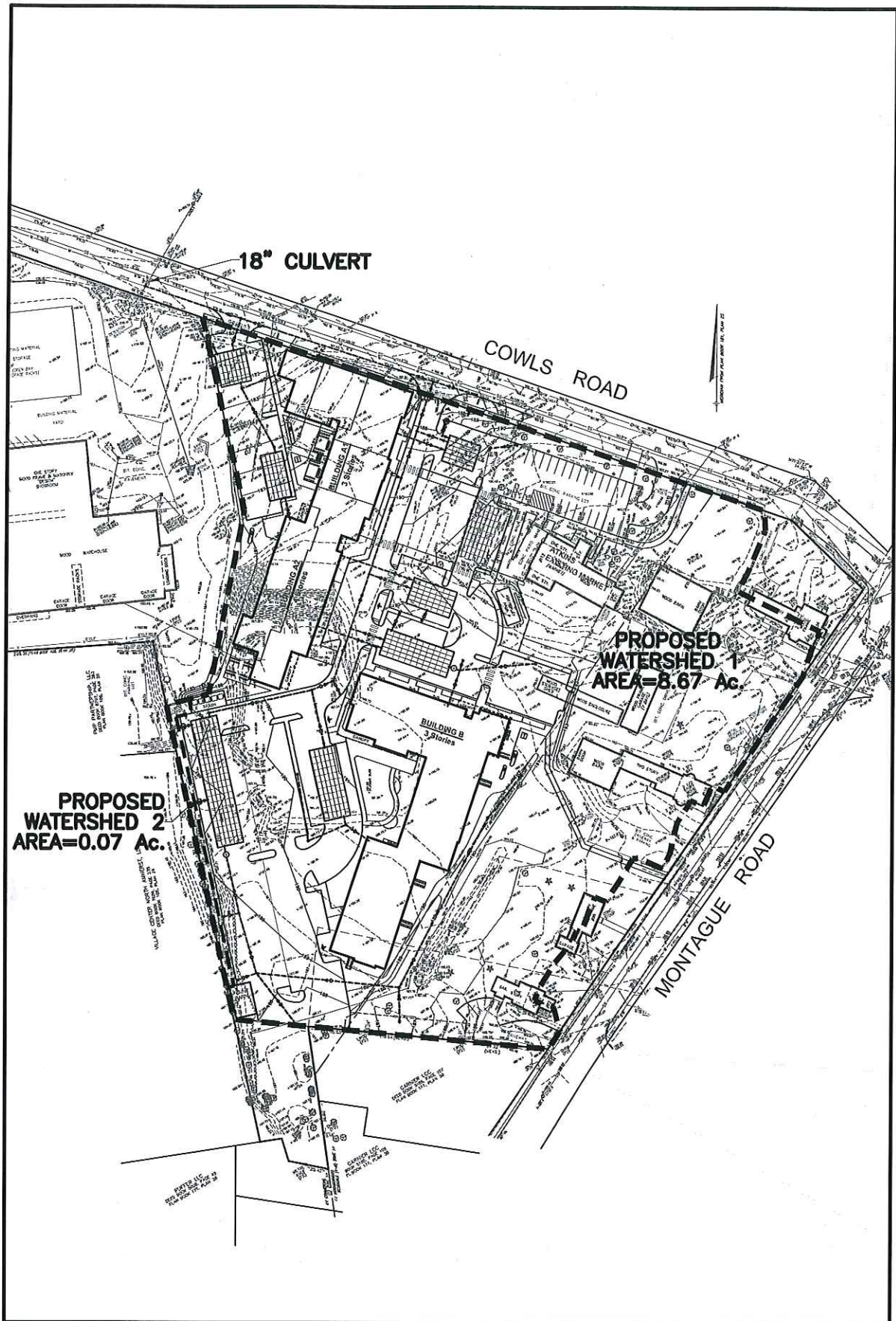
The preceding draft calculations indicate that this project will meet the Mass DEP Stormwater Standards for peak rate of stormwater runoff and volume. The project site will be significantly improved in terms of peak rate and volume of stormwater runoff and the final design will meet all 10 Mass DEP Stormwater Standards. A complete Stormwater Management Report will be submitted documenting compliance with each of the Stormwater Management Standards and will include the DEP's Stormwater Checklist and Professional Engineer's Certification stating that the report has been prepared in accordance with the Stormwater Management Standards.

PEAK RATE RUNOFF SUMMARY TABLE

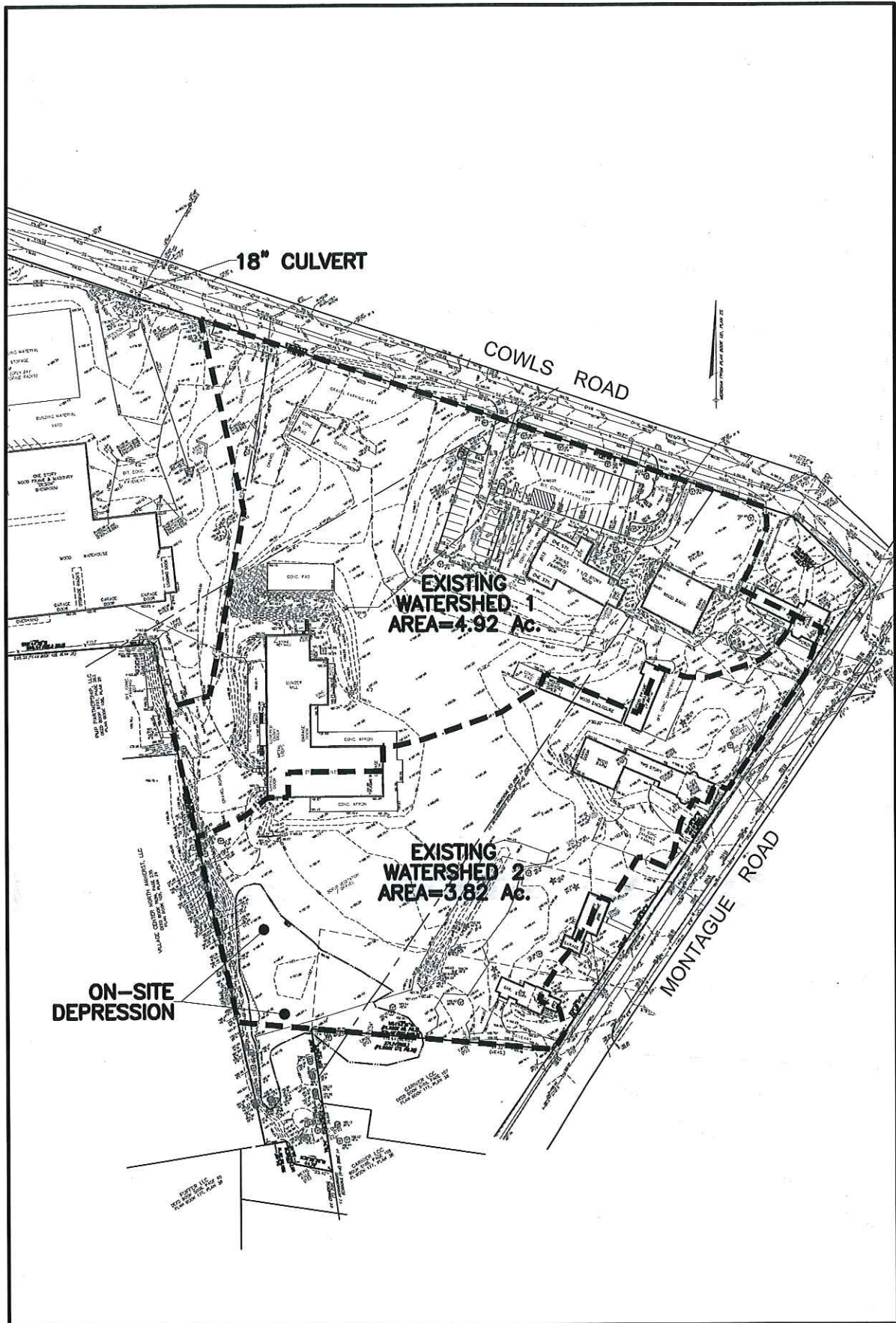
Storm Event	Watershed	Existing Peak Rate	Proposed Peak Rate	% Change
		cfs	cfs	
100-yr	R1	22.18	20.26	-8.7%
	R2	0.00	0.00	-
10-yr	R1	12.71	3.72	-70.7%
	R2	0.00	0.00	-
2-yr	R1	7.10	0.97	-86.3%
	R2	0.00	0.00	-

VOLUME OF RUNOFF SUMMARY TABLE

Storm Event	Watershed	Existing Volume	Proposed Volume	% Change
		ac-ft	ac-ft	
100-yr	R1	1.87	1.13	-39.6%
	R2	0.00	0.00	-
10-yr	R1	0.98	0.29	-70.4%
	R2	0.00	0.00	-
2-yr	R1	0.54	0.06	-88.9%
	R2	0.00	0.00	-



	hwmoore ASSOCIATES, INC. CIVIL ENGINEERING LAND PLANNING 112 Shawmut Avenue Boston, MA 02118 tel 617-357-8145 fax 617-357-9495	NORTH SQUARE AT THE MILL DISTRICT AMHERST, MASSACHUSETTS PROPOSED WATERSHED SUMMARY Plan Ref.	<div> <div>1000</div> <div>0</div> <div>50</div> <div>100</div> </div> <div> Scale: 1"=100' SCALE IN FEET </div> <div> Date: 1-16-2017 Rev: </div> <div> SHEET 2 of 2 </div>
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NORTH SQUARE AT THE MILL DISTRICT
 AMHERST, MASSACHUSETTS
EXISTING WATERSHED SUMMARY
 Plan Ref.

Scale: 1" = 100'	SCALE IN FEET
Date: 1-16-2017	SHEET 1 of 2
Rev:	

Excerpts from the Storm Water Management Report

Technical Memorandum

STORWATER MANAGEMENT REPORT

Date: December 2, 2016

RE: MassDEP Stormwater Standards Summary
North Square at The Mill District
Amherst, MA 02215

This Stormwater Management Report has been prepared to describe compliance with the Ten Stormwater Management Standards established by MassDEP.

SITE DESCRIPTION

The project site is a 14.14± acre parcel located on the south side of Cows Road. A triangular parcel, the project site is bound by the properties of Sunderland road to the southwest, the properties of Montague Road to the southeast, and Cows road to the north. The site is presently occupied by a lumber mill and open warehouse located on the west side of the site. Land cover is generally compacted gravel drives and parking lots with grass and landscape areas along Cows Road.

Topography of the site is generally flat with moderate slopes at a stock pile next to the lumber mill and along the southwest side of the site at an existing wooded slope. Excluding the stockpile, the high elevation onsite is 192.87± located in the eastern corner of the site. The low elevation onsite is 179.96 ± located on the northwestern corner of the site along Cows Road. The site generally slopes from east to west.

Presently there are two watersheds onsite; one watershed to the north and one to the south. Stormwater runoff from the northern watershed flows overland and offsite to Cows Road. Stormwater runoff from the southern watershed flows west to and down an existing asphalt drive. The stormwater runoff flows over the asphalt drive to an existing catch basin which in turn discharges to a small water quality basin which discharges to the Cows Road drain system. Stormwater runoff from both watersheds discharges to the same 18-inch drain pipe in Cows Road. This drain pipe discharges to Eastman Brook located to the north of Cows Road.

PROJECT DESCRIPTION

The proposed project include the demolition of the existing lumber mill and the construction of 2 mixed use buildings and associated parking areas, new grass and landscaped areas, and a new stormwater management system. The proposed stormwater management system will comply to all DEP Stormwater Management Regulations and

will include deep sump catch basins equipped with oil trap hoods, proprietary stormwater treatment devices, and infiltration/detention systems.

The project site is not within any floodplain. However, a portion of the site is over an aquifer. All stormwater flowing to proposed infiltration/detention systems will meet or exceed MassDEP standards for water quality to ensure the protection of this aquifer.

STORMWATER MANAGEMENT STANDARDS

The project includes the redevelopment of an existing lumber yard into a mixed use residential-commercial development. The project will increase impervious area and therefore will not be considered a redevelopment project. A stormwater management system has been developed for this project, and as such, compliance with the MassDEP Stormwater Management Standards is presumed for the project site. The following is a description of the Ten Stormwater Standards and how they relate to the proposed project.

Standard #1

No new stormwater conveyances may discharge untreated stormwater directly to or cause erosion in wetlands or waters of the Commonwealth.

There will be no new stormwater conveyances discharging to wetlands from the project site. Under proposed conditions, all stormwater from the project site will discharge to an existing 18" drain pipe north of the project site. This existing drain pipe discharges to Eastman Brook located to the north of Cows Road. Through onsite mitigation, proposed flows through this pipe will not exceed predevelopment conditions. All stormwater runoff from impervious areas onsite will undergo 80% TSS removal prior to discharge per MassDEP Stormwater Standard 4 requirement. Therefore the project will not cause new erosion of the receiving wetland and the existing stormwater conveyance will not discharge untreated stormwater directly to wetlands.

Standard #2

Stormwater management systems must be designed so that the post-development peak discharge rates do not exceed pre-development peak discharge rates.

The proposed project will not increase the peak rate of runoff flowing offsite. Stormwater mitigation is achieved through a series of subsurface infiltration/detention systems located under the parking areas throughout the proposed site. The infiltration systems will provide mitigation through detention and infiltration of all stormwater runoff up to and including the 100-year storm event.

Standard #3

The annual recharge from the post-development site shall approximate the annual recharge from the pre-development conditions, based on soil type. This Standard is met when the stormwater management system is designed to infiltrate the required recharge volume as determined in accordance with the Massachusetts Stormwater Handbook.

There will be no loss of annual recharge to groundwater as a result of the proposed project. The project will incorporate a series of subsurface infiltration/detention systems across the project site to compensate for the loss of annual recharge due to the increase in impervious area on the proposed site.

The project site is classified as a Land Use with Higher Potential Pollutant Loads (LUHPPL) because the project will generate over 1000 vehicle trips per day. Also the southern portion of the project is over an aquifer according to MassGIS Maps. Therefore measures must be taken to ensure that stormwater is clean before discharging to proposed subsurface infiltration/detention systems. Pretreatment for stormwater flowing to proposed infiltration systems will be a minimum of 50% TSS removal which exceeds the MassDEP pretreatment requirement of 44% TSS removal for LUHPPLs.

Standard #4

For new developments, stormwater management systems must be designed to remove 80% of the average annual load (post-development conditions) of Total Suspended Solids (TSS). It is presumed that this standard is met when:

- a. Suitable nonstructural practices for source control and pollution prevention are implemented.*
- b. Stormwater management Best Management Practices (BMPs) are sized to capture the prescribed runoff volume.*
- c. Stormwater management BMPs are maintained as designed.*

This project will use Best Management Practices (BMPs) to provide effective treatment of quantity and quality of stormwater prior to its discharge. These measures will meet or exceed the current state guidelines for stormwater treatment. The primary BMPs for water quality are:

1. Installation of catch basins equipped with 4-ft deep sumps and oil trap hoods.
2. Proprietary Water Quality Devices.
3. Subsurface infiltration/detention systems with isolator rows.

The quality of runoff will be improved by employing measures designed to remove in excess of 80% ± of the TSS found in the stormwater runoff from the developed portion of the site (estimated on an average annual basis). Runoff from paved areas such as the proposed bituminous parking areas, access drives, and some of the surrounding disturbed area will be directed to a series of catch basins, then through proprietary treatment chambers, and to subsurface infiltration/detention systems prior to discharge.

Standard #5

Stormwater discharges from areas with higher potential pollutant loads require the use of specific stormwater management BMPs. The use of infiltration practices without pretreatment is prohibited.

The project site is considered a Land Use with Higher Potential Pollutant Loads (LUHPPL) because the proposed project is expected to generate more than 1,000 vehicle

trips per day. All stormwater from paved areas will undergo a minimum pretreatment of 50% TSS Removal prior to discharge to any subsurface infiltration/detention system which is in excess of the MassDEP 44% TSS removal requirement. Proprietary Water Quality Devices have been designed for a water quality discharge rate equivalent to the first 1-inch water quality volume as required for LUHPPL.

Standard #6

Stormwater discharges to critical areas must utilize certain stormwater management BMPs approved for "critical areas". Critical areas are Outstanding Resource Waters (ORWs), shellfish beds, swimming beaches, cold-water fisheries and recharge areas for public water supplies.

The project site is not located in a critical area. However, the stormwater management system is designed to meet this standard.

Standard #7

Redevelopment of previously developed sites must meet the Stormwater Management Regulations to the maximum extent practicable. However, if it is not practicable to meet all the Standards, new stormwater management systems must be designed to improve existing conditions.

As the project will result in an increase in impervious area, the proposed project is not considered a "redevelopment project" under the DEP requirements. The project will therefore comply with all of the Stormwater Management Standards.

Standard #8

Erosion and sediment controls must be implemented to prevent impacts during construction or land disturbance activities.

Erosion and sedimentation controls will be implemented prior to and throughout the course of construction. Downslope areas will be protected through the installation of a combination of staked haybales and filter fabric fence to be located along the perimeter and/or elsewhere as required to protect and stabilize earthworks. An Operation and Maintenance Plan and Stormwater Pollution Prevention Plan will be included in the stormwater report.

Standard #9

All stormwater management systems must have an operation and maintenance plan to ensure that systems function as designed.

The post development site will be maintained by the project owner to provide a stabilized site with maintained surfaces, thereby preventing excess materials from contacting surface runoff and minimizing transport of materials within the drain system. A long-term Operation and Maintenance Plan will be included in the stormwater report.

Standard #10

All illicit discharges to the stormwater management system are prohibited.

The proposed project will not have any illicit discharges to the proposed stormwater management system. An Illicit Discharge Compliance Certification will be appended to the stormwater report.

SUMMARY

Significant attention and consideration has been given to proper management of stormwater runoff from the project site. The unique site-specific characteristics and hydrologic setting has been carefully studied to develop a comprehensive plan that fully utilizes and recognizes these attributes. Disposition of stormwater has been considered, with respect to its peak rate, total volume and water quality aspects, to ensure appropriate mitigation upon project completion.

- There will be no adverse impact to any surrounding areas.
- The drainage system will be properly designed to handle the design flow rates.

PEAK RATE RUNOFF SUMMARY TABLE

Storm Event	Watershed	Existing Peak Rate	Proposed Peak Rate	% Change
		cfs	cfs	
100-yr	R1	22.18	20.26	-8.7%
	R2	0.00	0.00	-
10-yr	R1	12.71	3.72	-70.7%
	R2	0.00	0.00	-
2-yr	R1	7.10	0.97	-86.3%
	R2	0.00	0.00	-

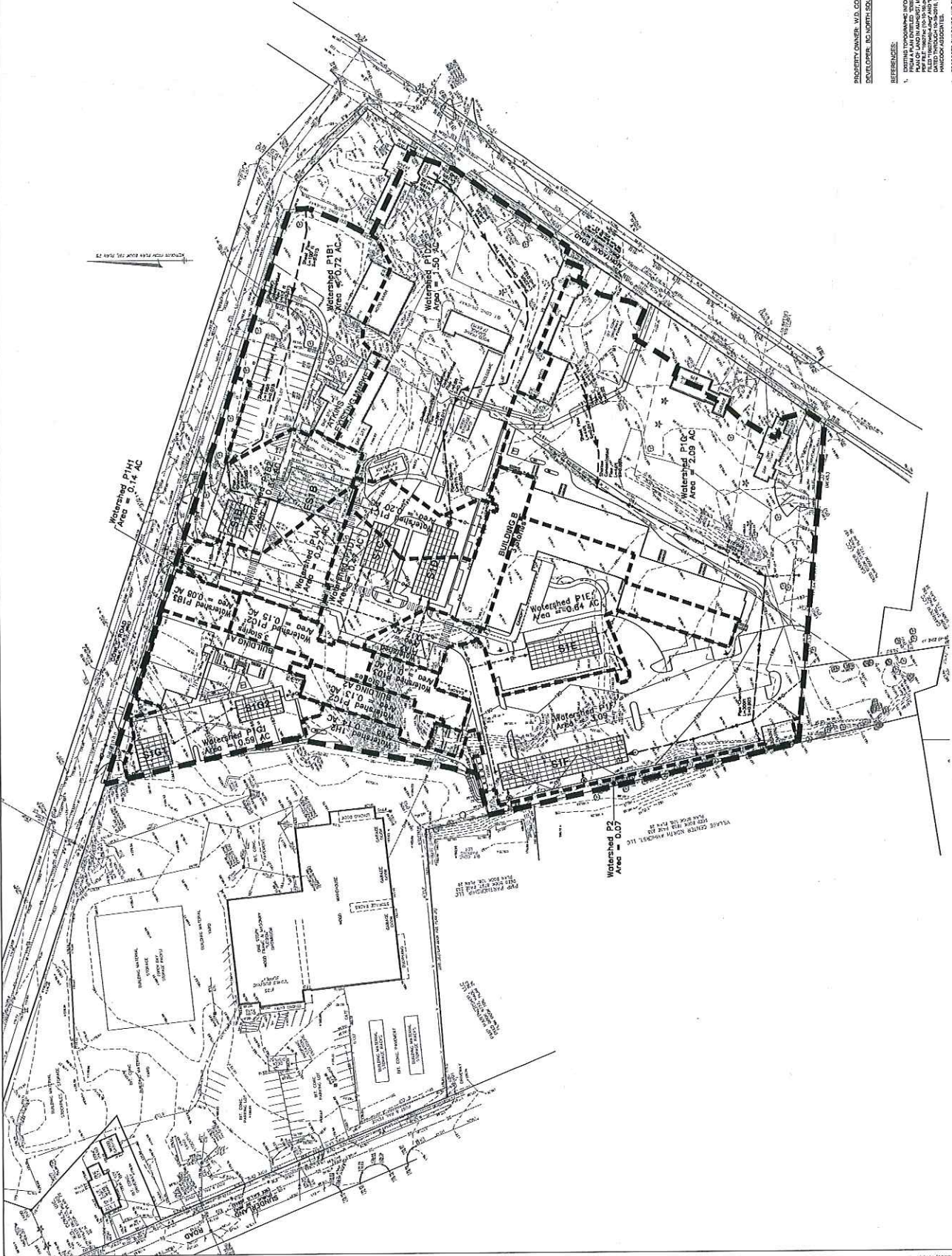


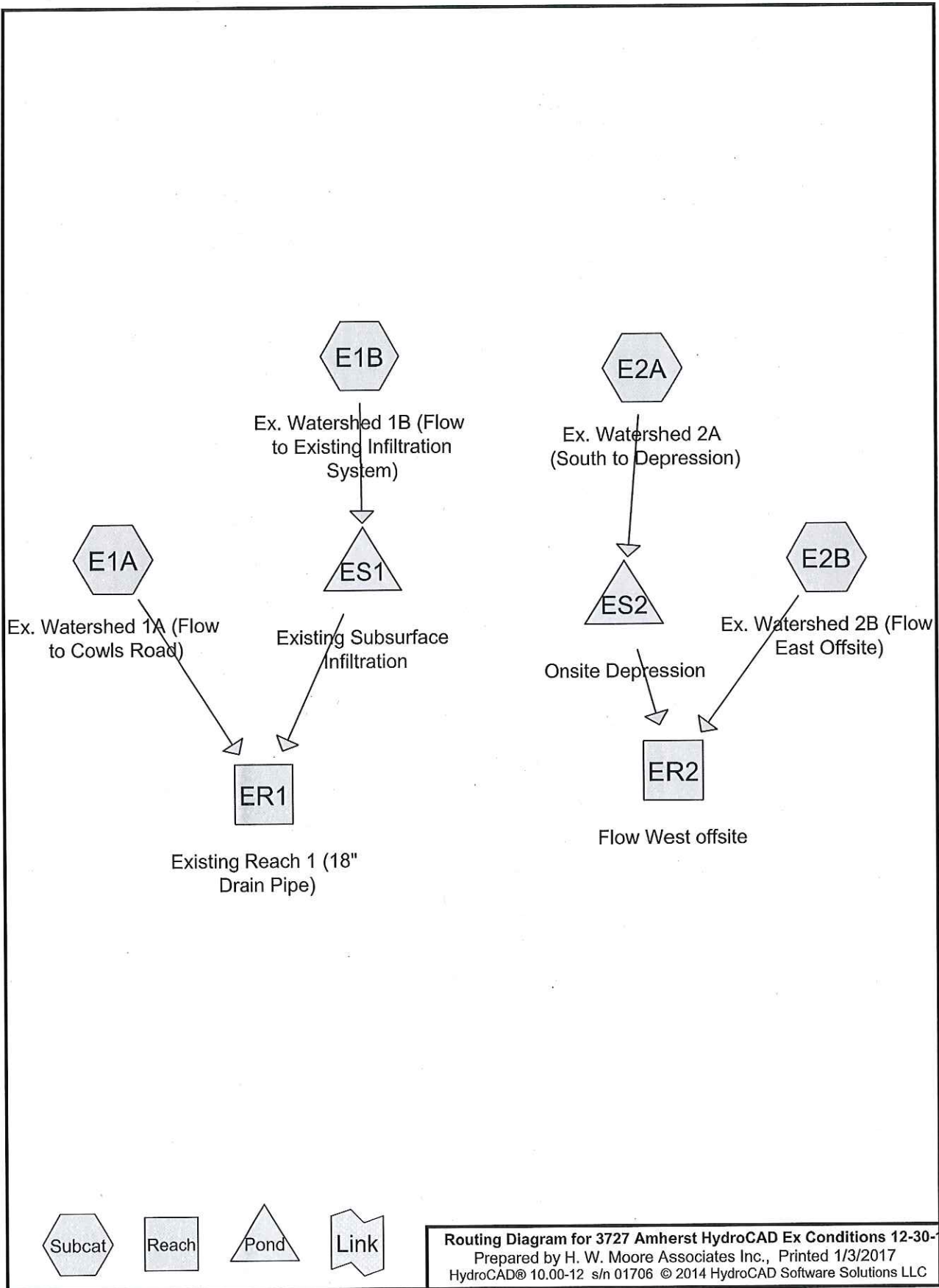
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PROPERTY OWNER: W.D. CONNOLLY, INC.
 DEVELOPER: NC NORTH SQUARE LLC

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Benjamin Connelly Development LLC
 Comprehensive Permit Submission
 October 25, 2018





3727 Amherst HydroCAD Ex Conditions 12-30-16 *Type III 24-hr 2-Year Storm Rainfall=3.00"*

Prepared by H. W. Moore Associates Inc.

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Time span=0.00-24.00 hrs, dt=0.01 hrs, 2401 points
Runoff by SCS TR-20 method, UH=SCS, Weighted-CN
Reach routing by Stor-Ind method - Pond routing by Stor-Ind method

SubcatchmentE1A: Ex. Watershed 1A Runoff Area=3.902 ac 18.27% Impervious Runoff Depth>1.66"
Flow Length=728' Tc=8.0 min CN=86 Runoff=7.10 cfs 0.540 af

SubcatchmentE1B: Ex. Watershed 1B Runoff Area=1.022 ac 62.92% Impervious Runoff Depth>1.01"
Flow Length=380' Tc=19.6 min CN=76 Runoff=0.78 cfs 0.086 af

SubcatchmentE2A: Ex. Watershed 2A Runoff Area=3.774 ac 15.39% Impervious Runoff Depth>1.07"
Flow Length=773' Tc=16.3 min CN=77 Runoff=3.32 cfs 0.335 af

SubcatchmentE2B: Ex. Watershed 2B (Flow Runoff Area=0.047 ac 0.00% Impervious Runoff Depth=0.00"
Tc=6.0 min CN=30 Runoff=0.00 cfs 0.000 af

Reach ER1: Existing Reach 1 (18" Drain Pipe) Inflow=7.10 cfs 0.540 af
Outflow=7.10 cfs 0.540 af

Reach ER2: Flow West offsite Inflow=0.00 cfs 0.000 af
Outflow=0.00 cfs 0.000 af

Pond ES1: Existing Subsurface Infiltration Peak Elev=187.63' Storage=1,357 cf Inflow=0.78 cfs 0.086 af
Discarded=0.12 cfs 0.086 af Primary=0.00 cfs 0.000 af Outflow=0.12 cfs 0.086 af

Pond ES2: Onsite Depression Peak Elev=186.46' Storage=0.052 af Inflow=3.32 cfs 0.335 af
Discarded=1.90 cfs 0.335 af Primary=0.00 cfs 0.000 af Outflow=1.90 cfs 0.335 af

Time span=0.00-24.00 hrs, dt=0.01 hrs, 2401 points
 Runoff by SCS TR-20 method, UH=SCS, Weighted-CN
 Reach routing by Stor-Ind method - Pond routing by Stor-Ind method

Pond ES1B: Existing Subsurface Infiltration Peak Elev=186.63' Storage=21 cf Inflow=0.27 cfs 0.034 af
 Discarded=0.08 cfs 0.011 af Primary=0.18 cfs 0.024 af Outflow=0.27 cfs 0.034 af

Link P1A: Watershed P1A Inflow=0.54 cfs 0.042 af
 Primary=0.54 cfs 0.042 af

Subcatchment P1A1: Pr. Watershed P1A1 Runoff Area=0.271 ac 56.46% Impervious Runoff Depth>0.81"
 Tc=6.0 min CN=72 Runoff=0.23 cfs 0.018 af

Subcatchment P1A2: Pr. Watershed P1A2 Runoff Area=0.115 ac 95.65% Impervious Runoff Depth>2.45"
 Tc=6.0 min CN=95 Runoff=0.31 cfs 0.023 af

Subcatchment P1B1: Pr. Watershed P1B1 Runoff Area=0.710 ac 47.89% Impervious Runoff Depth>0.58"
 Flow Length=400' Tc=18.3 min CN=67 Runoff=0.27 cfs 0.034 af

Subcatchment P1B2: Pr. Watershed P1B2 Runoff Area=0.340 ac 85.29% Impervious Runoff Depth>1.90"
 Tc=6.0 min CN=89 Runoff=0.75 cfs 0.054 af

Subcatchment P1B3: Pr. Watershed P1B3 Runoff Area=0.080 ac 100.00% Impervious Runoff Depth>2.77"
 Tc=0.0 min CN=98 Runoff=0.28 cfs 0.018 af

Subcatchment P1C1: Pr. Watershed P1C1 Runoff Area=0.200 ac 85.00% Impervious Runoff Depth>1.90"
 Tc=6.0 min CN=89 Runoff=0.44 cfs 0.032 af

Subcatchment P1C2: Pr. Watershed P1C2 Runoff Area=0.150 ac 100.00% Impervious Runoff Depth>2.77"
 Tc=6.0 min CN=98 Runoff=0.44 cfs 0.035 af

Subcatchment P1D1: Pr. Watershed P1D1 Runoff Area=0.474 ac 94.51% Impervious Runoff Depth>2.45"
 Tc=6.0 min CN=95 Runoff=1.29 cfs 0.097 af

Subcatchment P1D2: Pr. Watershed P1D2 Runoff Area=1.500 ac 46.00% Impervious Runoff Depth>0.54"
 Flow Length=481' Tc=6.8 min CN=66 Runoff=0.71 cfs 0.068 af

Subcatchment P1D3: Pr. Watershed P1D3 Runoff Area=0.100 ac 100.00% Impervious Runoff Depth>2.77"
 Tc=6.0 min CN=98 Runoff=0.29 cfs 0.023 af

Subcatchment P1E: Pr. Watershed P1E Runoff Area=0.640 ac 78.13% Impervious Runoff Depth>1.59"
 Tc=6.0 min CN=85 Runoff=1.19 cfs 0.085 af

Subcatchment P1F: Pr. Watershed P1F Runoff Area=3.091 ac 55.90% Impervious Runoff Depth>0.85"
 Flow Length=477' Tc=10.2 min CN=73 Runoff=2.47 cfs 0.220 af

Subcatchment P1G1: Pr. Watershed P1G1 Runoff Area=0.590 ac 91.53% Impervious Runoff Depth>2.25"
 Tc=6.0 min CN=93 Runoff=1.52 cfs 0.111 af

Subcatchment P1G2: Pr. Watershed P1G2 Runoff Area=0.130 ac 100.00% Impervious Runoff Depth>2.77"
 Tc=6.0 min CN=98 Runoff=0.38 cfs 0.030 af

3727 Amherst HydroCAD Pr Conditions 12-30-16 Type III 24-hr 2-Year Storm Rainfall=3.00"

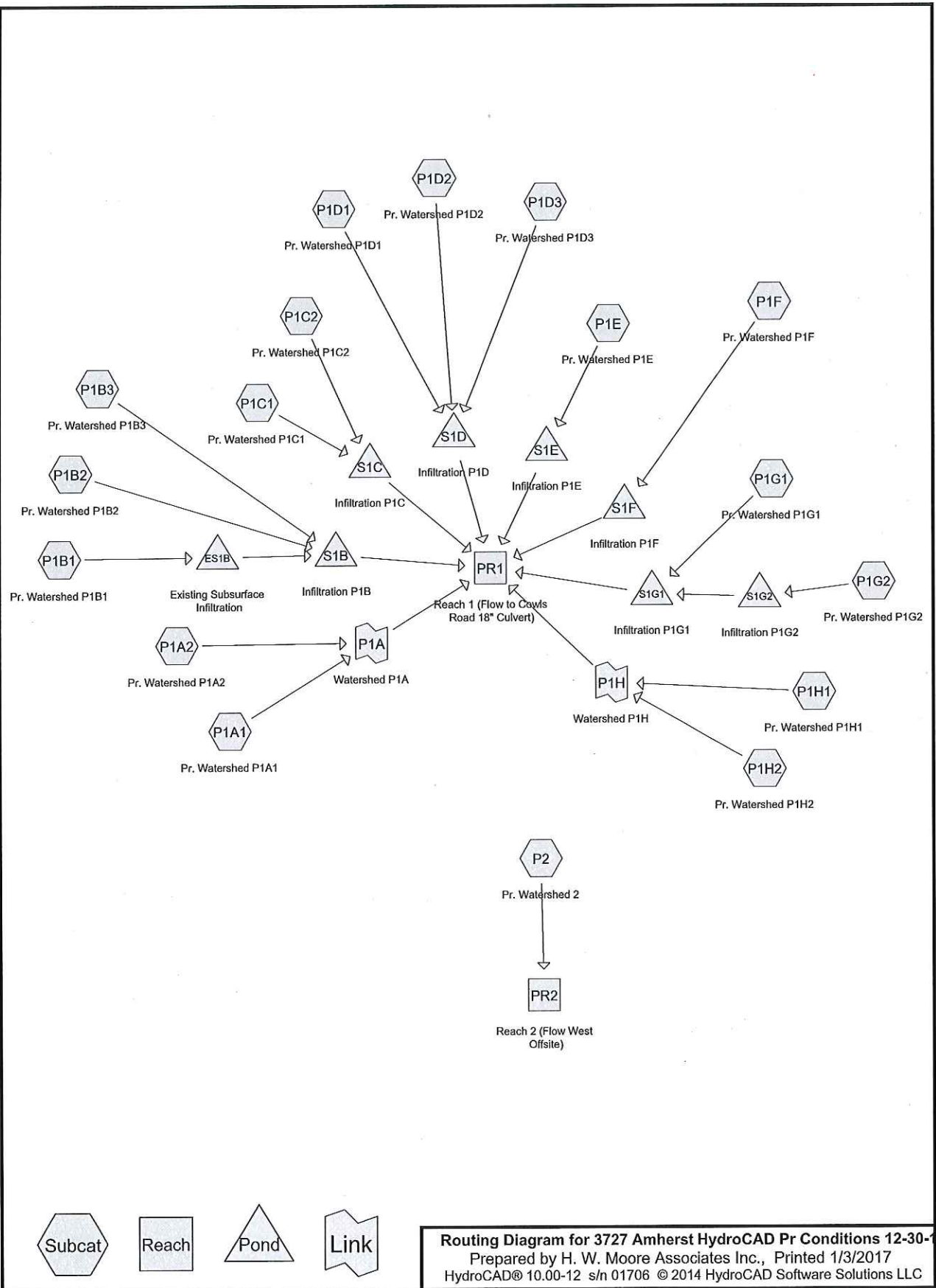
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Link P1H: Watershed P1HInflow=0.00 cfs 0.001 af
Primary=0.00 cfs 0.001 af**Subcatchment P1H1: Pr. Watershed P1H1**Runoff Area=0.145 ac 17.24% Impervious Runoff Depth>0.07"
Tc=6.0 min CN=49 Runoff=0.00 cfs 0.001 af**Subcatchment P1H2: Pr. Watershed P1H2**Runoff Area=0.140 ac 0.00% Impervious Runoff Depth=0.00"
Tc=6.0 min CN=39 Runoff=0.00 cfs 0.000 af**Subcatchment P2: Pr. Watershed 2**Runoff Area=0.070 ac 0.00% Impervious Runoff Depth=0.00"
Tc=6.0 min CN=30 Runoff=0.00 cfs 0.000 af**Reach PR1: Reach 1 (Flow to Cows Road 18" Culvert)**Inflow=0.97 cfs 0.063 af
Outflow=0.97 cfs 0.063 af**Reach PR2: Reach 2 (Flow West Offsite)**Inflow=0.00 cfs 0.000 af
Outflow=0.00 cfs 0.000 af**Pond S1B: Infiltration P1B**Peak Elev=183.86' Storage=0.011 af Inflow=0.94 cfs 0.096 af
Discarded=0.18 cfs 0.075 af Primary=0.53 cfs 0.021 af Outflow=0.71 cfs 0.096 af**Pond S1C: Infiltration P1C**Peak Elev=185.68' Storage=0.009 af Inflow=0.88 cfs 0.066 af
Discarded=0.30 cfs 0.066 af Primary=0.00 cfs 0.000 af Outflow=0.30 cfs 0.066 af**Pond S1D: Infiltration P1D**Peak Elev=185.76' Storage=0.041 af Inflow=2.25 cfs 0.188 af
Discarded=0.46 cfs 0.188 af Primary=0.00 cfs 0.000 af Outflow=0.46 cfs 0.188 af**Pond S1E: Infiltration P1E**Peak Elev=186.49' Storage=0.011 af Inflow=1.19 cfs 0.085 af
Discarded=0.46 cfs 0.085 af Primary=0.00 cfs 0.000 af Outflow=0.46 cfs 0.085 af**Pond S1F: Infiltration P1F**Peak Elev=182.03' Storage=0.039 af Inflow=2.47 cfs 0.220 af
Discarded=0.83 cfs 0.220 af Primary=0.00 cfs 0.000 af Outflow=0.83 cfs 0.220 af**Pond S1G1: Infiltration P1G1**Peak Elev=177.02' Storage=0.031 af Inflow=1.52 cfs 0.111 af
Discarded=0.25 cfs 0.111 af Primary=0.00 cfs 0.000 af Outflow=0.26 cfs 0.111 af**Pond S1G2: Infiltration P1G2**Peak Elev=180.52' Storage=0.001 af Inflow=0.38 cfs 0.030 af
Discarded=0.25 cfs 0.030 af Primary=0.00 cfs 0.000 af Outflow=0.25 cfs 0.030 af



3727 Amherst HydroCAD Ex Conditions 12-30-1Type III 24-hr 10-Year Storm Rainfall=4.50"

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Time span=0.00-24.00 hrs, dt=0.01 hrs, 2401 points
Runoff by SCS TR-20 method, UH=SCS, Weighted-CN
Reach routing by Stor-Ind method - Pond routing by Stor-Ind method

SubcatchmentE1A: Ex. Watershed 1A Runoff Area=3.902 ac 18.27% Impervious Runoff Depth>3.00"
Flow Length=728' Tc=8.0 min CN=86 Runoff=12.71 cfs 0.975 af

SubcatchmentE1B: Ex. Watershed 1B Runoff Area=1.022 ac 62.92% Impervious Runoff Depth>2.12"
Flow Length=380' Tc=19.6 min CN=76 Runoff=1.72 cfs 0.181 af

SubcatchmentE2A: Ex. Watershed 2A Runoff Area=3.774 ac 15.39% Impervious Runoff Depth>2.20"
Flow Length=773' Tc=16.3 min CN=77 Runoff=7.14 cfs 0.693 af

SubcatchmentE2B: Ex. Watershed 2B (Flow Runoff Area=0.047 ac 0.00% Impervious Runoff Depth=0.00"
Tc=6.0 min CN=30 Runoff=0.00 cfs 0.000 af

Reach ER1: Existing Reach 1 (18" Drain Pipe) Inflow=12.71 cfs 0.975 af
Outflow=12.71 cfs 0.975 af

Reach ER2: Flow West offsite Inflow=0.00 cfs 0.000 af
Outflow=0.00 cfs 0.000 af

Pond ES1: Existing Subsurface Infiltration Peak Elev=189.69' Storage=4,149 cf Inflow=1.72 cfs 0.181 af
Discarded=0.12 cfs 0.126 af Primary=0.00 cfs 0.000 af Outflow=0.12 cfs 0.126 af

Pond ES2: Onsite Depression Peak Elev=186.78' Storage=0.151 af Inflow=7.14 cfs 0.693 af
Discarded=3.23 cfs 0.693 af Primary=0.00 cfs 0.000 af Outflow=3.23 cfs 0.693 af

3727 Amherst HydroCAD Ex Conditions 12-30-Type III 24-hr 100-Year Storm Rainfall=7.00"

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Time span=0.00-24.00 hrs, dt=0.01 hrs, 2401 points
Runoff by SCS TR-20 method, UH=SCS, Weighted-CN
Reach routing by Stor-Ind method - Pond routing by Stor-Ind method

SubcatchmentE1A: Ex. Watershed 1A Runoff Area=3.902 ac 18.27% Impervious Runoff Depth>5.36"
Flow Length=728' Tc=8.0 min CN=86 Runoff=22.18 cfs 1.743 af

SubcatchmentE1B: Ex. Watershed 1B Runoff Area=1.022 ac 62.92% Impervious Runoff Depth>4.24"
Flow Length=380' Tc=19.6 min CN=76 Runoff=3.47 cfs 0.361 af

SubcatchmentE2A: Ex. Watershed 2A Runoff Area=3.774 ac 15.39% Impervious Runoff Depth>4.35"
Flow Length=773' Tc=16.3 min CN=77 Runoff=14.14 cfs 1.369 af

SubcatchmentE2B: Ex. Watershed 2B (Flow Runoff Area=0.047 ac 0.00% Impervious Runoff Depth>0.21"
Tc=6.0 min CN=30 Runoff=0.00 cfs 0.001 af

Reach ER1: Existing Reach 1 (18" Drain Pipe) Inflow=22.18 cfs 1.868 af
Outflow=22.18 cfs 1.868 af

Reach ER2: Flow West offsite Inflow=0.00 cfs 0.001 af
Outflow=0.00 cfs 0.001 af

Pond ES1: Existing Subsurface Infiltration Peak Elev=190.94' Storage=4,647 cf Inflow=3.47 cfs 0.361 af
Discarded=0.17 cfs 0.150 af Primary=2.74 cfs 0.126 af Outflow=2.90 cfs 0.276 af

Pond ES2: Onsite Depression Peak Elev=187.20' Storage=0.364 af Inflow=14.14 cfs 1.369 af
Discarded=5.37 cfs 1.368 af Primary=0.00 cfs 0.000 af Outflow=5.37 cfs 1.368 af

Time span=0.00-24.00 hrs, dt=0.01 hrs, 2401 points
 Runoff by SCS TR-20 method, UH=SCS, Weighted-CN
 Reach routing by Stor-Ind method - Pond routing by Stor-Ind method

Pond ES1B: Existing Subsurface Infiltration Peak Elev=186.67' Storage=55 cf Inflow=0.80 cfs 0.086 af
 Discarded=0.12 cfs 0.023 af Primary=0.68 cfs 0.063 af Outflow=0.80 cfs 0.086 af

Link P1A: Watershed P1A Inflow=1.06 cfs 0.079 af
 Primary=1.06 cfs 0.079 af

Subcatchment P1A1: Pr. Watershed P1A1 Runoff Area=0.271 ac 56.46% Impervious Runoff Depth>1.82"
 Tc=6.0 min CN=72 Runoff=0.57 cfs 0.041 af

Subcatchment P1A2: Pr. Watershed P1A2 Runoff Area=0.115 ac 95.65% Impervious Runoff Depth>3.92"
 Tc=6.0 min CN=95 Runoff=0.49 cfs 0.038 af

Subcatchment P1B1: Pr. Watershed P1B1 Runoff Area=0.710 ac 47.89% Impervious Runoff Depth>1.46"
 Flow Length=400' Tc=18.3 min CN=67 Runoff=0.80 cfs 0.086 af

Subcatchment P1B2: Pr. Watershed P1B2 Runoff Area=0.340 ac 85.29% Impervious Runoff Depth>3.29"
 Tc=6.0 min CN=89 Runoff=1.28 cfs 0.093 af

Subcatchment P1B3: Pr. Watershed P1B3 Runoff Area=0.080 ac 100.00% Impervious Runoff Depth>4.26"
 Tc=0.0 min CN=98 Runoff=0.43 cfs 0.028 af

Subcatchment P1C1: Pr. Watershed P1C1 Runoff Area=0.200 ac 85.00% Impervious Runoff Depth>3.29"
 Tc=6.0 min CN=89 Runoff=0.76 cfs 0.055 af

Subcatchment P1C2: Pr. Watershed P1C2 Runoff Area=0.150 ac 100.00% Impervious Runoff Depth>4.26"
 Tc=6.0 min CN=98 Runoff=0.66 cfs 0.053 af

Subcatchment P1D1: Pr. Watershed P1D1 Runoff Area=0.474 ac 94.51% Impervious Runoff Depth>3.92"
 Tc=6.0 min CN=95 Runoff=2.02 cfs 0.155 af

Subcatchment P1D2: Pr. Watershed P1D2 Runoff Area=1.500 ac 46.00% Impervious Runoff Depth>1.39"
 Flow Length=481' Tc=6.8 min CN=66 Runoff=2.24 cfs 0.174 af

Subcatchment P1D3: Pr. Watershed P1D3 Runoff Area=0.100 ac 100.00% Impervious Runoff Depth>4.26"
 Tc=6.0 min CN=98 Runoff=0.44 cfs 0.036 af

Subcatchment P1E: Pr. Watershed P1E Runoff Area=0.640 ac 78.13% Impervious Runoff Depth>2.91"
 Tc=6.0 min CN=85 Runoff=2.17 cfs 0.155 af

Subcatchment P1F: Pr. Watershed P1F Runoff Area=3.091 ac 55.90% Impervious Runoff Depth>1.89"
 Flow Length=477' Tc=10.2 min CN=73 Runoff=5.86 cfs 0.487 af

Subcatchment P1G1: Pr. Watershed P1G1 Runoff Area=0.590 ac 91.53% Impervious Runoff Depth>3.70"
 Tc=6.0 min CN=93 Runoff=2.43 cfs 0.182 af

Subcatchment P1G2: Pr. Watershed P1G2 Runoff Area=0.130 ac 100.00% Impervious Runoff Depth>4.26"
 Tc=6.0 min CN=98 Runoff=0.57 cfs 0.046 af

Link P1H: Watershed P1H Inflow=0.03 cfs 0.007 af
 Primary=0.03 cfs 0.007 af

Subcatchment P1H1: Pr. Watershed P1H1 Runoff Area=0.145 ac 17.24% Impervious Runoff Depth>0.45"
 Tc=6.0 min CN=49 Runoff=0.03 cfs 0.005 af

Subcatchment P1H2: Pr. Watershed P1H2 Runoff Area=0.140 ac 0.00% Impervious Runoff Depth>0.11"
 Tc=6.0 min CN=39 Runoff=0.00 cfs 0.001 af

Subcatchment P2: Pr. Watershed 2 Runoff Area=0.070 ac 0.00% Impervious Runoff Depth=0.00"
 Tc=6.0 min CN=30 Runoff=0.00 cfs 0.000 af

Reach PR1: Reach 1 (Flow to Cows Road 18" Culvert) Inflow=3.72 cfs 0.292 af
 Outflow=3.72 cfs 0.292 af

Reach PR2: Reach 2 (Flow West Offsite) Inflow=0.00 cfs 0.000 af
 Outflow=0.00 cfs 0.000 af

Pond S1B: Infiltration P1B Peak Elev=184.13' Storage=0.015 af Inflow=1.73 cfs 0.185 af
 Discarded=0.18 cfs 0.115 af Primary=1.41 cfs 0.070 af Outflow=1.59 cfs 0.185 af

Pond S1C: Infiltration P1C Peak Elev=186.19' Storage=0.025 af Inflow=1.41 cfs 0.108 af
 Discarded=0.30 cfs 0.108 af Primary=0.00 cfs 0.000 af Outflow=0.30 cfs 0.108 af

Pond S1D: Infiltration P1D Peak Elev=186.93' Storage=0.089 af Inflow=4.65 cfs 0.365 af
 Discarded=0.46 cfs 0.300 af Primary=1.18 cfs 0.064 af Outflow=1.65 cfs 0.365 af

Pond S1E: Infiltration P1E Peak Elev=187.07' Storage=0.037 af Inflow=2.17 cfs 0.155 af
 Discarded=0.46 cfs 0.155 af Primary=0.00 cfs 0.000 af Outflow=0.46 cfs 0.155 af

Pond S1F: Infiltration P1F Peak Elev=183.35' Storage=0.142 af Inflow=5.86 cfs 0.487 af
 Discarded=0.83 cfs 0.444 af Primary=0.77 cfs 0.043 af Outflow=1.60 cfs 0.487 af

Pond S1G1: Infiltration P1G1 Peak Elev=177.52' Storage=0.042 af Inflow=2.43 cfs 0.182 af
 Discarded=0.25 cfs 0.152 af Primary=0.88 cfs 0.030 af Outflow=1.14 cfs 0.182 af

Pond S1G2: Infiltration P1G2 Peak Elev=180.76' Storage=0.004 af Inflow=0.57 cfs 0.046 af
 Discarded=0.25 cfs 0.046 af Primary=0.00 cfs 0.000 af Outflow=0.25 cfs 0.046 af

3727 Amherst HydroCAD Pr Conditions 12-30-Type III 24-hr 100-Year Storm Rainfall=7.00"

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Time span=0.00-24.00 hrs, dt=0.01 hrs, 2401 points
Runoff by SCS TR-20 method, UH=SCS, Weighted-CN
Reach routing by Stor-Ind method - Pond routing by Stor-Ind method

Pond ES1B: Existing Subsurface Infiltration Peak Elev=186.73' Storage=106 cf Inflow=1.91 cfs 0.195 af
Discarded=0.12 cfs 0.042 af Primary=1.79 cfs 0.153 af Outflow=1.91 cfs 0.195 af

Link P1A: Watershed P1A

Inflow=1.99 cfs 0.148 af
Primary=1.99 cfs 0.148 af

SubcatchmentP1A1: Pr. Watershed P1A1 Runoff Area=0.271 ac 56.46% Impervious Runoff Depth>3.82"
Tc=6.0 min CN=72 Runoff=1.22 cfs 0.086 af

SubcatchmentP1A2: Pr. Watershed P1A2 Runoff Area=0.115 ac 95.65% Impervious Runoff Depth>6.40"
Tc=6.0 min CN=95 Runoff=0.78 cfs 0.061 af

SubcatchmentP1B1: Pr. Watershed P1B1 Runoff Area=0.710 ac 47.89% Impervious Runoff Depth>3.29"
Flow Length=400' Tc=18.3 min CN=67 Runoff=1.91 cfs 0.195 af

SubcatchmentP1B2: Pr. Watershed P1B2 Runoff Area=0.340 ac 85.29% Impervious Runoff Depth>5.70"
Tc=6.0 min CN=89 Runoff=2.16 cfs 0.162 af

SubcatchmentP1B3: Pr. Watershed P1B3 Runoff Area=0.080 ac 100.00% Impervious Runoff Depth>6.76"
Tc=0.0 min CN=98 Runoff=0.67 cfs 0.045 af

SubcatchmentP1C1: Pr. Watershed P1C1 Runoff Area=0.200 ac 85.00% Impervious Runoff Depth>5.70"
Tc=6.0 min CN=89 Runoff=1.27 cfs 0.095 af

SubcatchmentP1C2: Pr. Watershed P1C2 Runoff Area=0.150 ac 100.00% Impervious Runoff Depth>6.76"
Tc=6.0 min CN=98 Runoff=1.03 cfs 0.084 af

SubcatchmentP1D1: Pr. Watershed P1D1 Runoff Area=0.474 ac 94.51% Impervious Runoff Depth>6.40"
Tc=6.0 min CN=95 Runoff=3.21 cfs 0.253 af

SubcatchmentP1D2: Pr. Watershed P1D2 Runoff Area=1.500 ac 46.00% Impervious Runoff Depth>3.20"
Flow Length=481' Tc=6.8 min CN=66 Runoff=5.44 cfs 0.400 af

SubcatchmentP1D3: Pr. Watershed P1D3 Runoff Area=0.100 ac 100.00% Impervious Runoff Depth>6.76"
Tc=6.0 min CN=98 Runoff=0.69 cfs 0.056 af

SubcatchmentP1E: Pr. Watershed P1E Runoff Area=0.640 ac 78.13% Impervious Runoff Depth>5.25"
Tc=6.0 min CN=85 Runoff=3.83 cfs 0.280 af

SubcatchmentP1F: Pr. Watershed P1F Runoff Area=3.091 ac 55.90% Impervious Runoff Depth>3.93"
Flow Length=477' Tc=10.2 min CN=73 Runoff=12.39 cfs 1.012 af

SubcatchmentP1G1: Pr. Watershed P1G1 Runoff Area=0.590 ac 91.53% Impervious Runoff Depth>6.17"
Tc=6.0 min CN=93 Runoff=3.93 cfs 0.303 af

SubcatchmentP1G2: Pr. Watershed P1G2 Runoff Area=0.130 ac 100.00% Impervious Runoff Depth>6.76"
Tc=6.0 min CN=98 Runoff=0.89 cfs 0.073 af

3727 Amherst HydroCAD Pr Conditions 12-30-Type III 24-hr 100-Year Storm Rainfall=7.00"

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Link P1H: Watershed P1HInflow=0.28 cfs 0.028 af
Primary=0.28 cfs 0.028 af**Subcatchment P1H1: Pr. Watershed P1H1**Runoff Area=0.145 ac 17.24% Impervious Runoff Depth>1.58"
Tc=6.0 min CN=49 Runoff=0.23 cfs 0.019 af**Subcatchment P1H2: Pr. Watershed P1H2**Runoff Area=0.140 ac 0.00% Impervious Runoff Depth>0.77"
Tc=6.0 min CN=39 Runoff=0.06 cfs 0.009 af**Subcatchment P2: Pr. Watershed 2**Runoff Area=0.070 ac 0.00% Impervious Runoff Depth>0.21"
Tc=6.0 min CN=30 Runoff=0.00 cfs 0.001 af**Reach PR1: Reach 1 (Flow to Cows Road 18" Culvert)**Inflow=20.26 cfs 1.129 af
Outflow=20.26 cfs 1.129 af**Reach PR2: Reach 2 (Flow West Offsite)**Inflow=0.00 cfs 0.001 af
Outflow=0.00 cfs 0.001 af**Pond S1B: Infiltration P1B**Peak Elev=184.60' Storage=0.023 af Inflow=3.37 cfs 0.360 af
Discarded=0.18 cfs 0.167 af Primary=2.93 cfs 0.193 af Outflow=3.11 cfs 0.360 af**Pond S1C: Infiltration P1C**Peak Elev=187.07' Storage=0.049 af Inflow=2.30 cfs 0.179 af
Discarded=0.30 cfs 0.168 af Primary=0.23 cfs 0.012 af Outflow=0.53 cfs 0.179 af**Pond S1D: Infiltration P1D**Peak Elev=188.07' Storage=0.119 af Inflow=9.28 cfs 0.709 af
Discarded=0.46 cfs 0.431 af Primary=8.28 cfs 0.278 af Outflow=8.74 cfs 0.709 af**Pond S1E: Infiltration P1E**Peak Elev=188.18' Storage=0.084 af Inflow=3.83 cfs 0.280 af
Discarded=0.46 cfs 0.257 af Primary=0.30 cfs 0.022 af Outflow=0.77 cfs 0.280 af**Pond S1F: Infiltration P1F**Peak Elev=184.78' Storage=0.215 af Inflow=12.39 cfs 1.012 af
Discarded=0.83 cfs 0.656 af Primary=8.61 cfs 0.355 af Outflow=9.44 cfs 1.011 af**Pond S1G1: Infiltration P1G1**Peak Elev=178.31' Storage=0.056 af Inflow=3.93 cfs 0.303 af
Discarded=0.25 cfs 0.210 af Primary=2.48 cfs 0.093 af Outflow=2.74 cfs 0.303 af**Pond S1G2: Infiltration P1G2**Peak Elev=181.14' Storage=0.012 af Inflow=0.89 cfs 0.073 af
Discarded=0.25 cfs 0.073 af Primary=0.00 cfs 0.000 af Outflow=0.25 cfs 0.073 af

Project Notification to the Massachusetts Historical Commission (MHC)

MHC Response



Beacon Communities Development LLC

Two Center Plaza, Suite
700 Boston, MA 02108
P: 617.574.1100
BeaconCommunitiesLLC.com

September 19, 2016

Attn: Ms. Brona Simon, SHPO & Executive Director
Massachusetts Historical Commission
220 Morrissey Boulevard
Boston, MA 02125

Re: North Square at the Mill District, Amherst, MA – Project Notification Form

Dear Ms. Simon,

Please find enclosed a project notification form for North Square at the Mill District, a proposed mixed-income, mixed-use new construction project located in Amherst, MA. The project will include 130 new apartments (26 of which will be set aside for low-income households earning less than 50% AMI) and 22,000 SF of commercial space. We propose to finance the project with public support including 9% Low Income Housing Tax Credits, state low income housing tax credits, funds from the Affordable Housing Trust, and a Federal Financing Bank loan from the Massachusetts Housing Partnership. Permitting will include a comprehensive permit, National Environmental Policy Act review, Massachusetts Environmental Policy Act Environmental Notification Form, Department of Transportation permit, as well as local water and sewer connection permits. There are no wetlands. We are applying for a comprehensive permit from the town in October 2016 and anticipate beginning construction in fall of 2017.

Should you have any question about the attached documentation, please contact me at 617-574-1132 or djameson@beaconcommunitiesllc.com. Thank you for your consideration.

Sincerely,

A handwritten signature in black ink, appearing to read "Darcy".

Darcy L. Jameson
Development Director

950 CMR: OFFICE OF THE SECRETARY OF THE COMMONWEALTH

APPENDIX A
MASSACHUSETTS HISTORICAL COMMISSION
220 MORRISSEY BOULEVARD
BOSTON, MASS. 02125
617-727-8470, FAX: 617-727-5128

PROJECT NOTIFICATION FORM

Project Name: North Square at the Mill District

Location / Address: Located on a portion of 134 Montague Road and 92 Montague Road

City / Town: Amherst, MA 01002

Project Proponent

Name: Beacon Communities Development LLC (Project Sponsor)

Address: Attn: Darcy Jameson, Two Center Plaza, Suite 700

City/Town/Zip/Telephone: Boston, MA 02108 / 617-574-1132

Agency license or funding for the project (list all licenses, permits, approvals, grants or other entitlements being sought from state and federal agencies).

Agency Name

Dept. of Housing & Community Development (DHCD)
MassHousing Finance Agency
Massachusetts Housing Partnership
Please see attached for list of permits.

Type of License or funding (specify)

Anticipated State & Federal Low Income Housing Tax Credits (9%)
Anticipated Affordable Housing Trust
Anticipated Federal Financing Bank loan

Project Description (narrative):

As proposed, North Square at the Mill District will be new construction of 130 residential apartments and 22,000 SF of commercial space organized around a "village green" with approximately 283 surface parking spaces. The site is located three miles from downtown Amherst on a contiguous 5.308 acre site. The project will include 26 affordable apartments set aside for low-income households at 50% AMI, as well as neighborhood retail that will expand economic development opportunity. The project is seeking permitting via comprehensive permit.

Does the project include demolition? If so, specify nature of demolition and describe the building(s) which are proposed for demolition.

Yes, the project requires demolition of a defunct sawmill that was originally constructed in the 1980s and a storage shed.

Does the project include rehabilitation of any existing buildings? If so, specify nature of rehabilitation and describe the building(s) which are proposed for rehabilitation.

N/A

Does the project include new construction? If so, describe (attach plans and elevations if necessary).

New construction is anticipated to begin fall of 2017. The project is Type 5A construction of one 3-4 story building and one 4 story building of residential units over ground floor retail, as well as approximately 283 surface parking spaces. Please see attached site plan.

950 CMR: OFFICE OF THE SECRETARY OF THE COMMONWEALTH

APPENDIX A (continued)

To the best of your knowledge, are any historic or archaeological properties known to exist within the project's area of potential impact? If so, specify.

No, to our knowledge there are no historic or archaeological properties on the proposed redevelopment site.

What is the total acreage of the project area?

Woodland 0 acres
Wetland 0 acres
Floodplain 0 acres
Open space 0 acres
Developed 0 acres

Productive Resources:
Agriculture 0 acres
Forestry 0 acres
Mining/Extraction 0 acres
Total Project Acreage approx 5 acres

What is the acreage of the proposed new construction? approx. 5 acres

What is the present land use of the project area?

It is a vacant former industrial site, with the exception of an inactive sawmill constructed in the 1980s and storage shed. The parcel is zoned for commercial use.

Please attach a copy of the section of the USGS quadrangle map which clearly marks the project location.

Please see attached.

This Project Notification Form has been submitted to the MHC in compliance with 950 CMR 71.00.

Signature of Person submitting this form:  Date: _____

Name: Pamela Goodman

Address: c/o Beacon Communities LLC, Two Center Plaza, Suite 700

City/Town/Zip: Boston, MA 02108

Telephone: 617-574-1142

REGULATORY AUTHORITY

950 CMR 71.00: M.G.L. c. 9, §§ 26-27C as amended by St. 1988, c. 254.

North Square at the Mill District

Permits

National Environmental Policy Act review

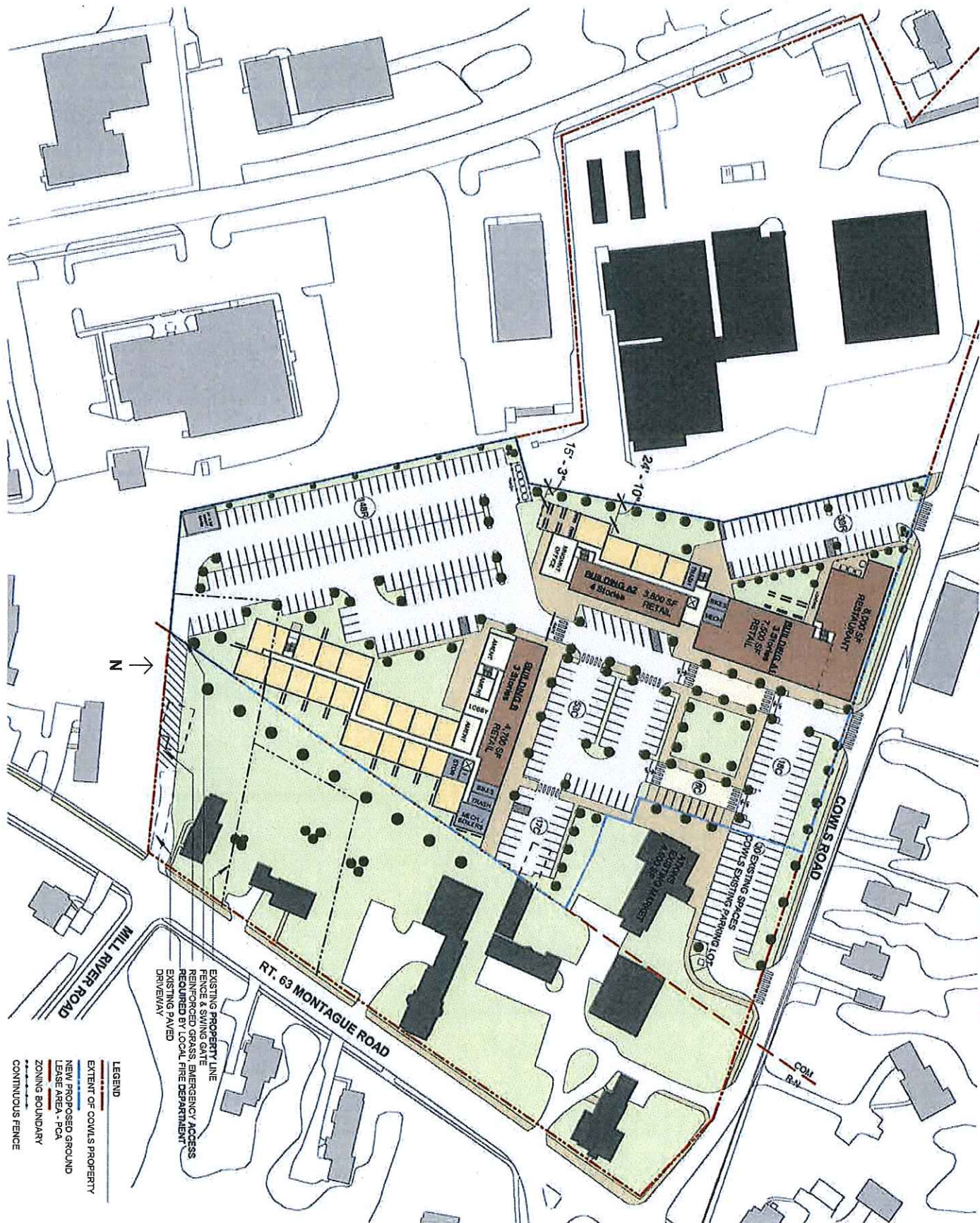
Massachusetts Environmental Policy Act Environmental Notification Form

Department of Transportation permit

Amherst Water & Sewer Connections

Amherst Zoning Board of Appeals Comprehensive Permit

MHP: Please see the following proposed site plan for information about the project. The project site is the ground leased area; outlined in blue.

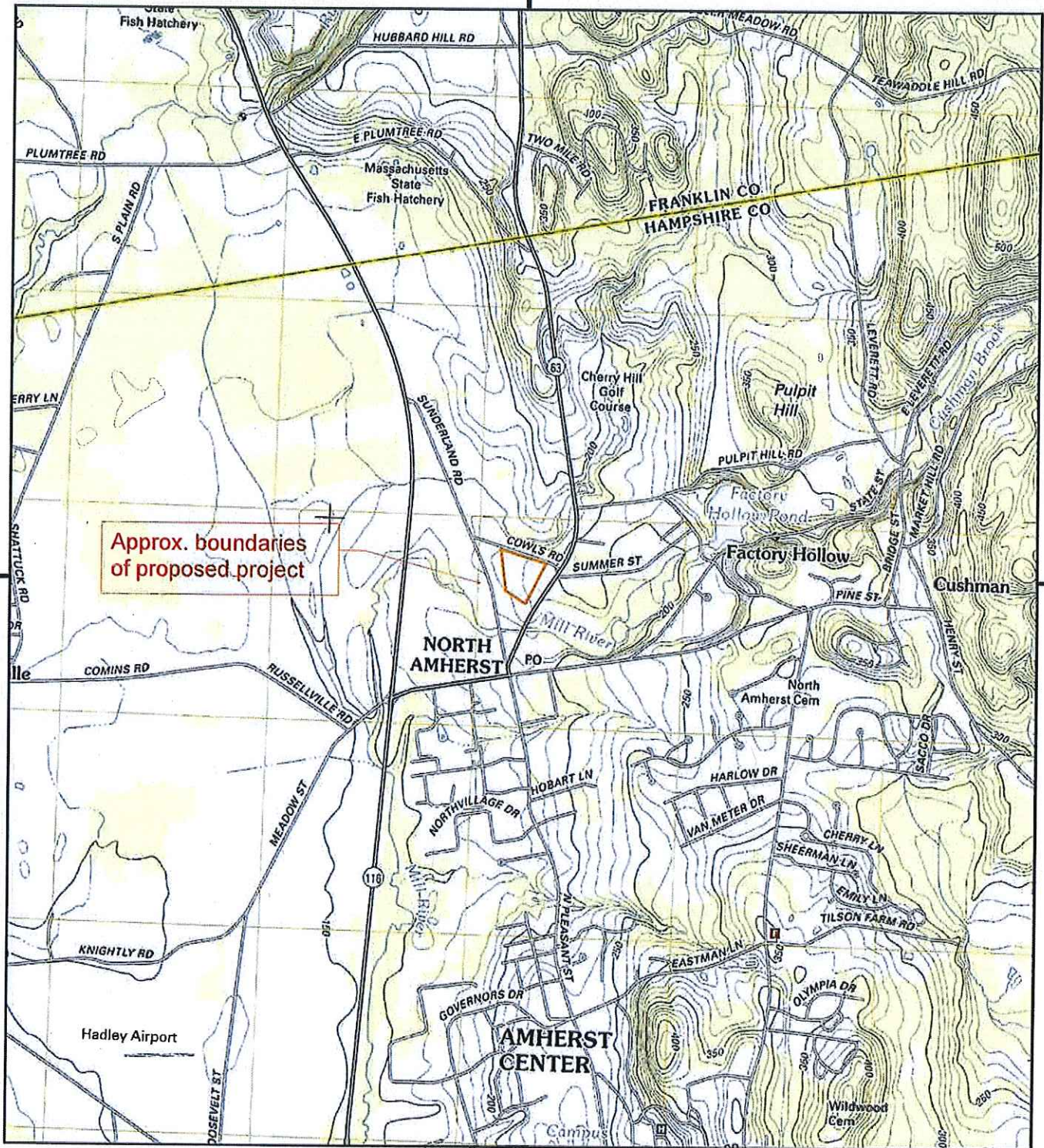


- LEGEND**
- EXTENT OF COWI'S PROPERTY
 - NEW PROPOSED GROUND
 - LEASE AREA - PCA
 - ZONING BOUNDARY
 - CONTINUOUS FENCE

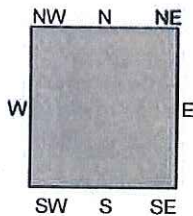
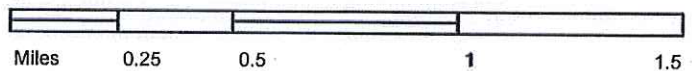
Site
Proposed Site
Proposed Lot
Proposed Wa
Proposed Par
New Retail
Proposed:
New Resider
Proposed:
Flats:
Existing Mar
Original Buildi
Parking Req
Retail Parking
Total Parking
Retail Parking
Resid. Parking
Total Parking
Retail Parkin
Lease Area I/
*Atkin Parking
(96 Spaces / 2
4.4 Spaces pe
Residential P
(187 Spaces /
1.44 Space / l

Mitsubishi
 Building A
 Building B
Resident
 Building A
 Building A2
 Building B

3 & 4
09-07-



This report includes information from the following map sheet(s).

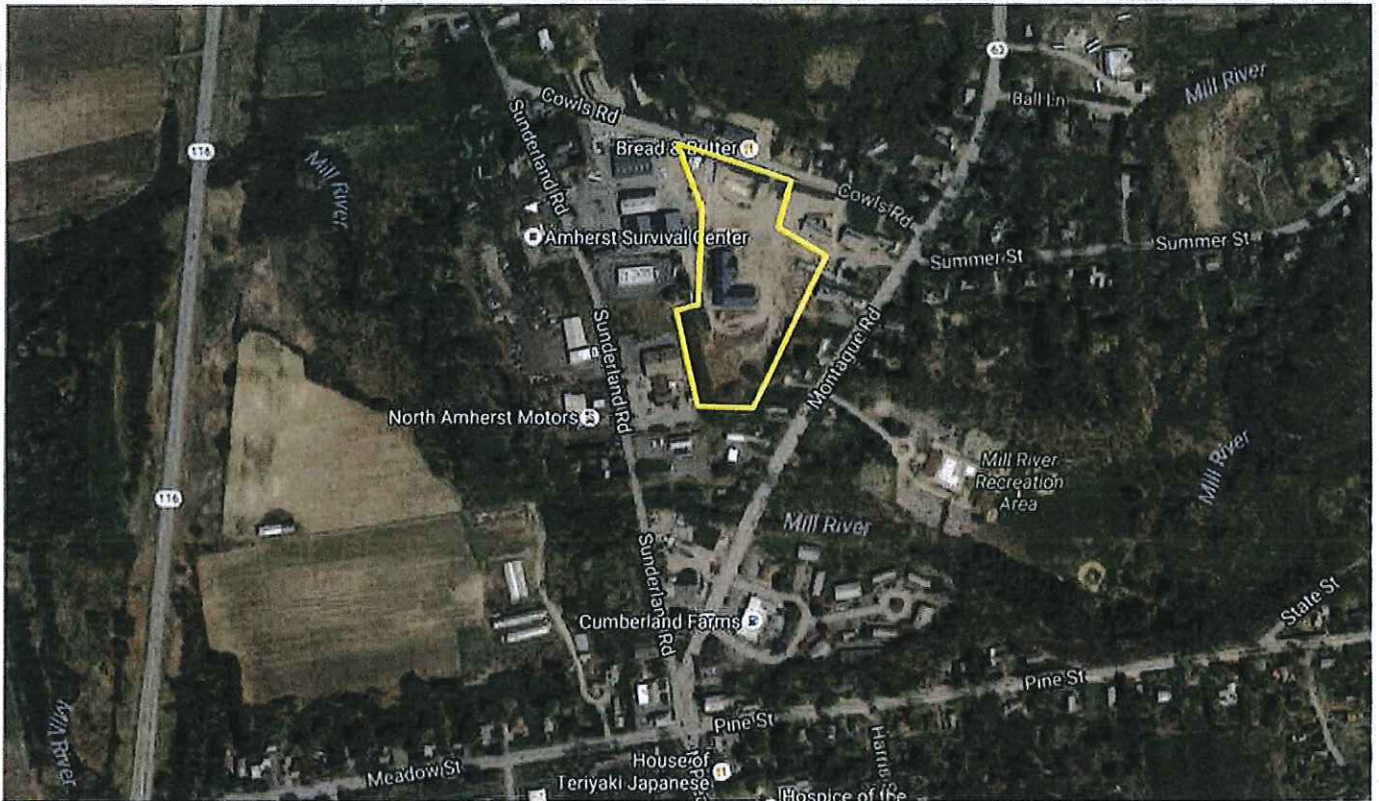


TP, Mount Toby, 2012, 7.5-minute
E, Shutesbury, 2012, 7.5-minute

SITE NAME: Cowls Site
ADDRESS: 134 Montague Road
Amherst, MA 01002
CLIENT: McPhail Associates

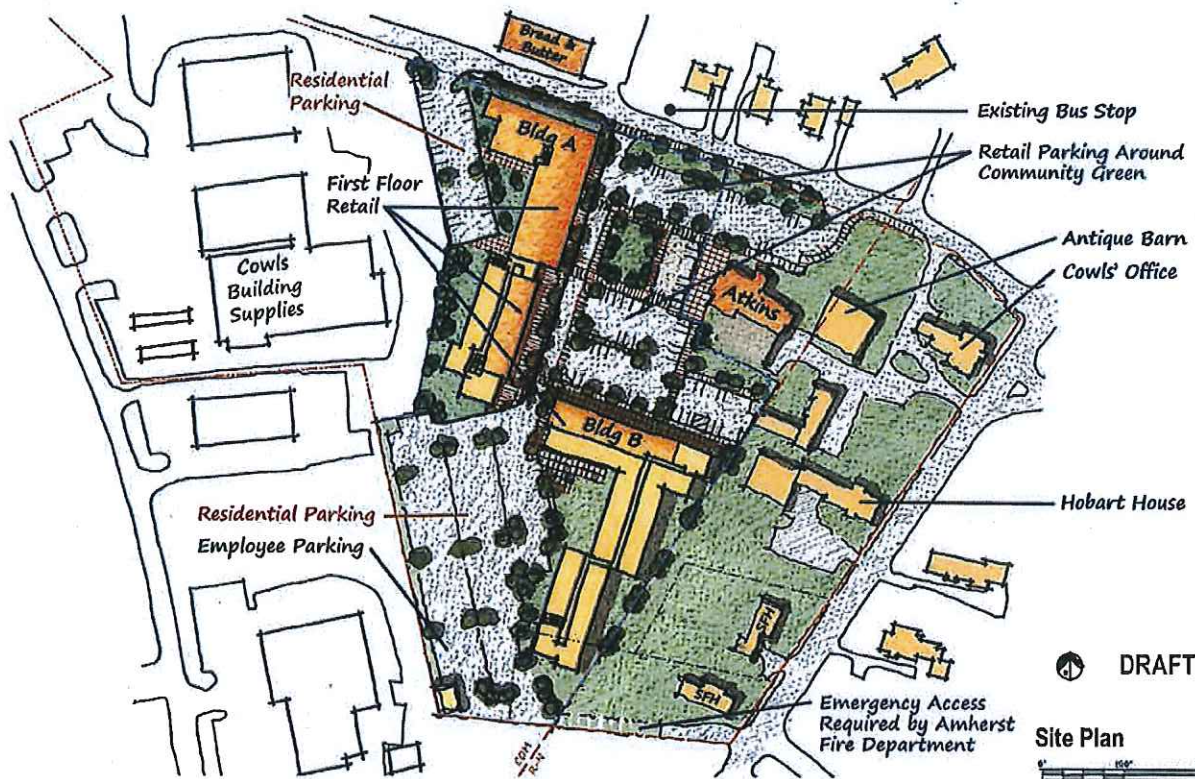


Locus Map



Redevelopment Area outlined in yellow (outline is approximate).

Site Context



BEACON
communities

Amherst - The Mill District
August 30, 2016

Site Plan

PCA



Existing Conditions—North Square at the Mill District



Top: View of site from Cowls Road facing west; Bread and Butter and other commercial uses pictured to right of road, the proposed development site is to the left.

Bottom: View of the site facing east, including the recently rehabilitated barn that is now Atkins Market.



Existing Conditions—North Square at the Mill District



Top: View of site from Cows Road facing east; Bread and Butter and other commercial uses pictured to left of road, the proposed development site is to the right.

Bottom: Aerial of project site across Cows road, with Montague Road to the left and Sunderland Road to the right..



RECEIVED

SEP 20 2016

MASS. HIST. COMM

RC.60937

950 CMR: OFFICE OF THE SECRETARY OF THE COMMONWEALTH

APPENDIX A
MASSACHUSETTS HISTORICAL COMMISSION
220 MORRISSEY BOULEVARD
BOSTON, MASS. 02125
617-727-8470, FAX: 617-727-5128

PROJECT NOTIFICATION FORM

Project Name: North Square at the Mill District
Location / Address: Located on a portion of 134 Montague Road and 92 Montague Road
City / Town: Amherst, MA 01002
Project Proponent
Name: Beacon Communities Development LLC (Project Sponsor)
Address: Attn: Darcy Jameson, Two Center Plaza, Suite 700
City/Town/Zip/Telephone: Boston, MA 02108 / 617-574-1132

Agency license or funding for the project (list all licenses, permits, approvals, grants or other entitlements being sought from state and federal agencies).

<u>Agency Name</u>	<u>Type of License or funding (specify)</u>
Dept. of Housing & Community Development (DHCD)	Anticipated State & Federal Low Income Housing Tax Credits (9%)
MassHousing Finance Agency	Anticipated Affordable Housing Trust
Massachusetts Housing Partnership	Anticipated Federal Financing Bank loan
Please see attached for list of permits.	

Project Description (narrative):

As proposed, North Square at the Mill District will be new construction of 130 residential apartments and 22,000 SF of commercial space organized around a "village green" with approximately 283 surface parking spaces. The site is located three miles from downtown Amherst on a contiguous 5.308 acre site. The project will include 26 affordable apartments set aside for low-income households at 50% AMI, as well as neighborhood retail that will expand economic development opportunity. The project is seeking permitting via comprehensive permit.

Does the project include demolition? If so, specify nature of demolition and describe the building(s) which are proposed for demolition.

Yes, the project requires demolition of a defunct sawmill that was originally constructed in the 1980s and a storage shed.

Does the project include rehabilitation of any existing buildings? If so, specify nature of rehabilitation and describe the building(s) which are proposed for rehabilitation.

N/A

Does the project include new construction? If so, describe (attach plans and elevations if necessary).

New construction is anticipated to begin fall of 2017. The project is Type 5A construction of one 3-4 story building and one 4 story building of residential units over ground floor retail, as well as approximately 283 surface parking spaces. Please see attached site plan.

After review of MHC files and the materials you submitted, it has been determined that this project is unlikely to affect significant historic or archaeological resources.

RC.60927

5/31/96 (Effective 7/1/93) - corrected

950 CMR - 275

Elizabeth Sherva

Elizabeth Sherva
Preservation Planner

Massachusetts Historical Commission

10-11-16
Date

950 CMR: OFFICE OF THE SECRETARY OF THE COMMONWEALTH

APPENDIX A (continued)

To the best of your knowledge, are any historic or archaeological properties known to exist within the project's area of potential impact? If so, specify.

No, to our knowledge there are no historic or archaeological properties on the proposed redevelopment site.

What is the total acreage of the project area?

Woodland 0 acres
Wetland 0 acres
Floodplain 0 acres
Open space 0 acres
Developed 0 acres

Productive Resources:
Agriculture 0 acres
Forestry 0 acres
Mining/Extraction 0 acres
Total Project Acreage approx 5 acres

What is the acreage of the proposed new construction? approx. 5 acres

What is the present land use of the project area?

It is a vacant former industrial site, with the exception of an inactive sawmill constructed in the 1980s and storage shed. The parcel is zoned for commercial use.

Please attach a copy of the section of the USGS quadrangle map which clearly marks the project location.

Please see attached.

This Project Notification Form has been submitted to the MHC in compliance with 950 CMR 71.00.

Signature of Person submitting this form:  Date: _____

Name: Pamela Goodman

Address: c/o Beacon Communities LLC, Two Center Plaza, Suite 700

City/Town/Zip: Boston, MA 02108

Telephone: 617-574-1142

REGULATORY AUTHORITY

950 CMR 71.00: M.G.L. c. 9, §§ 26-27C as amended by St. 1988, c. 254.

Disability Access Advisory Committee comments

Toponce, Brandon

From: Malloy, Nathaniel
Sent: Thursday, January 19, 2017 10:13 AM
To: Mark; amherstfairtrade@earthlink.net; Tom Simpson
Cc: Toponce, Brandon; Brestrup, Christine; Morra, Robert
Subject: FW: Disability Access Advisory Committee (DAAC) comments and questions about North Square

Dear ZBA,

Please see the email below from the Disability Access Advisory Committee with comments and questions about North Square at the Mill District. This email was sent to Beacon and they are prepared to respond next week. Thanks.

Sincerely,

Nathaniel Malloy
Senior Planner
Town of Amherst
413.259.3040
413.259.2410 [fax]

All,

At the January 11, 2017 Disability Access Advisory Committee (DAAC) meeting, the committee reviewed plans for North Square at the Mill District. The DAAC was very supportive of the project for its inclusion of affordable units and commitment to make all the units visitable. The DAAC realizes the plans are only preliminary and that many of their recommendations and questions may be addressed further in the design process. The following are the committee's recommendations and questions.

Recommendations:

- The ZBA make a condition that final plans will be reviewed by DAAC to help ensure the development will not only be code compliant, but usable by residents. Members of the DAAC have personal experience using assistive devices (i.e. wheelchair, walker) and find that even if a development meets code, it may not be comfortable or usable for disabled individuals.
- Visitability include access to the kitchen, living room and a bathroom.
- The play area should have an accessible surface and play structure.
- All accessible units have a van accessible spot or sufficient unloading aisle. This is important because of the number of proposed compact spaces that will make it difficult for people with disability and/or assistive devices to use these spaces.
- Move one HP space to parking lot north of the Village Green to provide more direct access to the retail area of building A1.
- Move the HP space in the parking lot west of building A1/A2 to the building side of the parking lot. As it is currently shown, there is no walkway or access into the building from this parking space.

- All crosswalks should be one material—asphalt or concrete—with minimal scoring and deep patterns. The crosswalks in downtown Amherst, made of asphalt, granite and brick, do not work.
- All non-raised crosswalks in the site should be 12' wide for ease of use. This would meet the guidelines in the Transportation Plan for Town Center crosswalks.
- Provide a drop off/ pick up location near each residential entrance for paratransit service.
- Provide an accessible bus stop on Cows road with safe pedestrian crossing into North Square.
- Make an accessible path to the dog run and make the dog run's surface accessible. The plan does not show a paved path to the dog run and it is not clear if the gravel surface of the dog run could be used by a resident with a disability.
- Make sure the plantings do not disturb the sidewalks and paved walkways through the use of structural soil and other construction techniques.
- Maintain plantings so they do not impede the lane of travel on the sidewalks.
- Provide sufficient lighting on the HP spaces and playground. Often the lighting near HP spaces is not enough for users to be safe.
- That the onsite management office have evacuation chairs to help residents in case of an emergency when the elevator does not operate.

Questions:

- How many affordable units would be accessible?
- What is the evacuation plan? Will the elevators work in an emergency?
- What is the bedroom count of accessible units
- Where will school buses drop off kids?
- Will there be laundry in the units or buildings? In the accessible units, laundry should be provided as side by side and not vertical units.
- Will trash removal be completed by tenants? Is there a trash chute in the building? Will trash receptacles be made accessible?

Thank you and please let me know if you have any questions.

Sincerely,

Nathaniel Malloy

Senior Planner

Town of Amherst

413.259.3040

413.259.2410 [fax]

Public Comment

Toponce, Brandon

From: Brestrup, Christine
Sent: Friday, January 06, 2017 1:01 PM
To: Toponce, Brandon
Cc: Malloy, Nathaniel
Subject: FW: 40B questions

Brandon,

Please post this email on the North Square website.

Thanks,

Chris

From: Melissa Perot [<mailto:missaperot@yahoo.com>]
Sent: Friday, December 16, 2016 1:57 PM
To: Planning Department Email <planning@amherstma.gov>
Subject: 40B questions

I attended the previous Planning Board meeting to participate in the discussion and once again sat through Beacon's presentation, with very little time for the public to ask questions or comment. The presentation was repeated again at length the following evening at the ZBA although we understood from the previous ZBA meeting that we would start reviewing the waivers and were so prepared. Instead there was a superfluous overview by Beacon's Counsel.

I am now out of town for a month and note that on the 21st Dec. the PB will be making recommendations to the ZBA regarding the W.D.Cowls/Beacon project and respectfully request the questions attached below be answered by the Board. I believe that attention to these fundamentals prior to proceeding is needed in order to promote the trust required to arrive at an appropriate development on this site.

The Comprehensive Permit Process accepts the DHCD's opinion that this is a suitable site and the project financially viable as presented. They are in Boston and are not familiar with the unique circumstances in Amherst or this atypical neighborhood community in particular. The local community and residents throughout town do not share their opinion for good reasons. Unfortunately in this ZBA regulated process they cannot be articulated in a cohesive way, as the proponents of the project have repeatedly done. Their presentation has been changed slightly on each occasion but with important differences. For instance students have recently been included amongst the projected tenants, a very important reality not previously acknowledged by the proponents. I believe there are other realities with respect to access to the site, net benefit to the town, water, (too much from above and too little from below), road safety and maintenance, and impact on vital Recreational and Conservation areas. The ZBA's job, is to fine tune the presented project by reviewing the 30 plus waivers requested and responses to specific 'findings' under the Special Permit process before making 'conditions'. I suggest this is both inappropriate and unfortunate. This site, and those adjacent to it, also owned by W.D.Cowls, deserve good development that will sustain the town as a whole and the now increasingly important village centers in the face of population needs. The very diverse residential neighborhood also deserves respect since it contributes taxes from 9 rental complexes to the detriment of neighborhood services and vitality, (unlikely to be augmented by North Square).

Having achieved 'Safe Harbor' and with mechanisms in place to maintain our "enviable" position, I suggest it would perhaps be more productive if the Town Government would exercise the right to deny the project and review it under the local Bylaw. If the ZBA continues with the Comprehensive Permit Process I suggest taxpayers of the town at least deserve to know why the law is not protecting them in this situation.

Abutters have consistently sought, and where possible, promoted appropriate and stabilizing development. They also appreciate the more organic densification that is taking place in the community, including two affordable family houses next to the community farm and three new family homes on Summer St. We simply seek a more inclusive and collaborative process, exemplified by the Cecil Group Consultant's \$60,000 charette and recommendations. One open to today's new reality experienced by North Amherst, one that could result in housing and services for those in most need, identified by the HPP as seniors and families. Such housing could be supported by commercial/business/office ventures likely to broaden the Amherst Tax base on the only available commercially zoned property left in Amherst where Cows Building Supply and Atkins Market are already making significant contributions.

Melissa Perot TMM Precinct 1

In what way is the following statement from the ZBA Project Application Report *not* applicable to this situation?

"If a community satisfies the 10% threshold, it can deny the Comprehensive Permit application, and instead review the project under the local Zoning Bylaw requirements only."

And more specifically:-

What effect does the use of the aggressive State Comprehensive Permit Process, (designed for a community that has *not* achieved Safe Harbor), have on a community like Amherst that through concern and effort *has*?

What responsibility does the Amherst Government have in upholding the Master Plan's over-riding goal of sustainability and how can we test development plans against that objective?

Would review of the Beacon Project under the local Bylaw provide greater opportunities to the town not available under the limitations of a Comprehensive Permit Process that only considers the project itself in a limited context?

In what ways would review of the project under the local Bylaw be detrimental to the town's overall development objectives as outlined in the Master Plan?

January 10, 2017

Dear Mr. Parent and members of the ZBA,

My name is Valerie Cooley, I live at 125 Montague Rd., and I am an abutter to the site proposed for the Beacon Development called North Square. I attended the January 5 and December 1 public hearings. Thank you for the attention to proposal specifics that affect abutters, residents, and adjacent properties. Questions about landscaping trees and the hours and location for deliveries, for example, attest to concern for potentially detrimental outcomes of the proposed development. The third party review of the traffic report is also an excellent way to assess and address potential traffic safety issues.

I raised a question at the December 1 hearing asking for clarification about the criteria the ZBA is using to decide to grant the permit or not. Above concerns suggest that the well-being of abutters and residents is a criterion. Public discussion in favor of the project seems to focus on potential tax revenue generation, economic job growth, and provision of affordable housing. These are worthy goals and fall under the general charge for zoning laws to address the "general welfare" and "efficiency and economy" of the municipality (M.G.L Part I, Title VII, Chapters 40A on zoning and 40B on Regional Planning). Our local zoning bylaws similarly describe goals to promote the overall "health, safety, convenience and general welfare" of Town inhabitants. Economic development and housing are thus appropriate criteria.

I am asking you, however, to contemplate how you weight, prioritize, and balance these criteria in light of several issues including 1) the specific findings required by the zoning bylaw to protect abutters and nearby residents from potentially harmful development 2) the uncertainty of the benefits (and costs) of the proposed development given the unprecedented nature of the project and 3) Amherst's safe harbor status in terms of affordable housing. I will briefly comment on the latter two points, but I would like to first offer comments on the decision-making criteria specified in the Amherst zoning bylaw.

Town of Amherst Zoning Bylaw—Specific Findings Required

Despite some of the suggested conditions you have discussed for the permit, I believe that the size, density, and orientation of the proposed development remain problematic. Local zoning laws specifically emphasize that exemptions from zoning requirements must not create hazard, nuisance, inconvenience, or offense for abutters, adjacent properties, or vehicles and pedestrians using adjacent streets. In balancing costs and benefits of a proposed project, ZBA has a specific responsibility to address and ameliorate likely harms to abutters if you grant the permit (Section 10.38). Suggested conditions to grant the permit seem insufficient to ensure such protections. The project is likely to:

- create a nuisance due primarily to noise, lights, and visually offensive site features (10.382)
- be a substantial inconvenience & potential hazard to abutters, vehicles, & pedestrians (10.383)
- NOT provide convenient or safe vehicular and pedestrian movement in relation to adjacent streets or property (10.387)
- NOT protect adjacent properties by minimizing the intrusion of lighting (10.393)
- Create disharmony with respect to the scale of existing buildings (10.395)
- NOT provide adequate recreational facilities or open space (10.397)

Many residents have highlighted the **inadequacy of outdoor and recreational space**. Others have commented on **the disproportional scale of the buildings compared to surroundings**. I agree with both points. Specifically as an abutter, the view from my front porch will showcase (in addition to the Atkins loading dock and trucks that have not yet been adequately screened) a large three story block building instead of the view of distant hills over the barn roof and great sunsets in the summer. A neighbor told me she sometimes walks up the street to see the sunset from that point on the sidewalk. The loss seems small, but it illustrates how a development of this magnitude will decrease meaningful pleasures of daily life in an R-N neighborhood with a rural and historic feel. The Master Plan specifically states that planning should “ensure new development is in accord with existing neighborhood character.” The site is formerly light industrial (which included limited daytime noise, minimal traffic, and low buildings), but immediately adjacent neighborhoods are residential. I will defer comments about traffic safety to the next public hearing, but will address two other points.

I would suggest that **the lights from the project, if not intrusive, will constitute a nuisance**. The basis of my point is the current reality that the lights from the Atkins parking lot and the new Mill District sign on the corner of Cows Rd. and Montague Rd. are already a nuisance. The parking lot lights shine all night long—constant and glaring globes of light that dominate the nighttime perspective and create an impersonal and commercial feel. The Mill District sign is visible all night long from my kitchen window. Additional lights, as proposed, will only increase the unpleasant distractions.

The lights and the obstructed view will constitute annoyances, but the biggest problem (after traffic safety) will be the **increased volume and constancy of noise** from greater car and pedestrian traffic. The noise is likely to extend later into the night because of the high number of residents, some of whom may return home late, and because waivers from use requirements may allow late-night restaurants on the site. In addition, turns from Montague Rd. have already increased with the introduction of Atkins Market, which causes occasional traffic stops at both the Cows driveway and Cows Rd. The stopping and starting of vehicles increases noise levels, and stops will logically increase with more traffic. Retail stores will likely include deliveries by truck, which tend to be louder than cars.

Another concern, however, is **the noise and other possible nuisances caused by late-night pedestrians** walking to and home from parties. This is the biggest current challenge in the neighborhood, due in large part to the high proportion of rentals—most of which are filled with students. We do not know what proportion of students will choose to live at North Square, but most of us acknowledge that some will, and the number could be quite high. Young professionals may also keep late hours. While I believe Beacon will manage their own property and minimize parties on site, the primary problem is the likely increase in groups of loud mobile pedestrians walking through adjacent streets and properties at very late hours. This is already a regular weekend problem, further worsened by litter and occasional property damage and trespassing onto private lawns (to urinate, pass out, or congregate while waiting for taxis or Uber drivers). We can reasonably expect that noise, litter, infringement of privacy, and property damage will increase with the increased population of pedestrians. In an early conversation

with the President of Beacon Communities, I offhandedly mentioned that I may need a fence around my property because of my concerns about noise, privacy, and safety due to a large influx of neighbors and visitors. She agreed that the character of the neighborhood would change and current residents may have to adapt. Construction of a fence may seem to be a reasonable solution, but it would decrease the sense of shared community that now exists and is a tangible and significant cost to abutters. Excellent on-site property management does not address these issues in adjacent areas, though the project will exacerbate them.

Suggested solutions to address nuisances and potential harms

To effectively address the potential adverse consequences to the residential corridor on Montague Rd. and adjacent streets, I urge the ZBA to consider **1) a decrease in the number of overall units** and corresponding population to align with current zoning standards **2) significant changes to direct and encourage vehicle and pedestrian traffic toward Sunderland Rd** and **3) substantial changes to nearby roads and intersections to protect vehicles, pedestrians, and bikers** (which I will address in subsequent comments at a later date). A shift toward Sunderland Rd. as the primary access into the development would benefit both the commercial tenants on Sunderland Rd. and protect the residents along Montague Rd. from noise, other nuisances, and safety hazards. At the very least, pedestrian access from the development to Sunderland Rd should be required. It will also be important to enforce the construction and management guidelines stipulating that construction and commercial delivery vehicles must use Sunderland Rd. If the town resubmits a MassWorks grant to the state for funds to redevelop the Pleasant St/Montague/Sunderland intersections and surrounding area, an altered design plan needs to encourage through traffic toward Sunderland Rd. NOT Montague Rd. Though complicated, I believe it is also possible to create a primary vehicle and pedestrian entrance into the development from Sunderland Rd. The town may need to play a role in facilitating communication and creative planning among property owners to find solutions that are beneficial to all actors. If that does not work, the town should consider the use of incentives or land acquisition to facilitate a substantial change to the development's entrance. Collaborative, innovative, and substantive changes to the Beacon proposal can ensure smart development that preserves the best characteristics of the existing neighborhood, protects abutters and residents, and promotes the general welfare of the town.

Uncertainty of Effects

The Beacon proposal presents the possibility for significant benefits and/or costs to the residents of Amherst and other stakeholders. The combination of the size, density, nature, and location (immediately adjacent to a residential neighborhood) of the project is, however, unprecedented in the last decades of Amherst development. For example, recent affordable housing projects in Amherst at Olympia Place and Butternut Farms were neither as large nor as dense and were not mixed with market rentals and commercial uses. Downtown development occurs amid different zoning. Claims of benefits or harms from this project, therefore, are uncertain. The promise of economic development is unclear despite strong claims of job creation and tax revenue generation. While tax revenues will certainly increase, we do not know with confidence the extent of net revenue. The project continues the current

pattern of reliance on residential taxes with limited supplementary commercial taxes from small retail establishments (at a time when downtown retail spaces remain empty.) It does not diversify the tax base or encourage new forms of commercial development. The number of jobs that provide a living wage are likely limited given the retail focus of the commercial development.

Affordable housing and family housing

The 40B process is designed specifically to “reduce regulatory barriers that impede the development of....housing” for low and moderate income families. Our safe harbor status shows the town’s dedication to low-income housing. A comprehensive permit purposely bypasses local regulatory safeguards, threatening the well-being of abutters, and prioritizes affordable housing as the primary social goal. Amherst can continue to develop affordable units without imposing unnecessary costs on abutters and property owners through excessive development extending beyond current zoning regulations. I personally, and neighbors with whom I have spoken, do not object to affordable housing in the neighborhood. It may help to right-size the project by focusing on a key priority listed in the Amherst Housing Production Plan—housing for very low-income families. The overall size of the project could decrease while still maintaining or increasing the number of affordable multi-bedroom units.

Amherst also desperately needs housing for young families in general. The Housing Production Plan states “Amherst is likely to become a community of students and seniors, losing important social and economic vitality in the decades ahead.” The proposed development is not oriented toward families—either in the outdoor space, the design of individual units, or the distribution of units based on number of bedrooms. Even if young professionals comprise a majority of tenants, which is not a certainty, they would likely move (possibly to other towns) if and when they form families. As a mother who lived in an apartment when my children were young, I can assert that I would never voluntarily choose to live in this complex as proposed, especially at the listed market rates. The development caters to current trends and needs in regard to students and seniors and reinforces a troubling trajectory, rather than shifting trends to retain families. A rightsized project with modifications could become a viable option for young families in Amherst of all income levels, create a demographically diverse community, and ensure social and economic vitality.

Thank you for all of your work, deliberation, and time. Development at the Montague Rd. site is both appropriate and needed. Significant conditions, however, must be imposed in order for the current Beacon proposal for North Square at the Mill District to appropriately balance the broad social goals of the town and the specific obligations to protect current abutters and residents and future tenants.

Valerie Cooley, 125 Montague Rd., Amherst

John W. Olver

1333 West Street
Amherst MA 01002

Mail address
Box 28
Amherst, MA
01004

January 13, 2017

Mr. Mark Parent, Chair
c/o Brandon Toponce, Senior Planner
Amherst Zoning Board of Appeals
Town of Amherst Town Hall
4 Boltwood Avenue
Amherst MA 01002

To the Chairman and the Members of the Zoning Board of Appeals:

I urge the Zoning Board of Appeals to approve the proposed "North Square" project within the North Amherst Village Center.

In the late 1970s, Amherst adopted a Master Plan to guide future growth. One of the principal tenets of that plan was to designate several Village Centers, distinct from the historic Town Center, where investment in multipurpose housing, as well as commercial, professional, and even technology enterprises could be concentrated.

In the intervening years since the 1970 Master Plan was adopted, major investments have occurred in all of the designated Village Centers with that conspicuous exception of the North Amherst Village Center. The Core of the North Amherst Village Center, the triangle bounded by Montague Rd. (Route 63), Sunderland Rd., and Cows Rd., has only in the last two years seen substantial investment in the Atkins Farms Market and the one building across Cows Road from the market which houses Bread & Butter and The Lift Salon.

The Zoning Board of Appeals has before you the proposed "North Square" project to build 130 units of mixed-use housing, all one, two, and three bedroom apartments, including 26 affordable units, and with general commercial services occupying the first floor of each of the buildings in the complex. Carefully planned and landscaped open space and plenty of parking are included. All of this on a roughly 5-acre plot in the northwest corner of the North Amherst Village Center that was once a thriving lumber mill now abandoned.

The total investment involved is more than \$40 million. The site is the nearest thing to blight which cannot be found in any of the other Village Centers in Amherst.

The developer, *Beacon Communities*, is based in Boston. They have a stellar reputation for development and management of rental housing. They own and manage more than 12,000 units, more than 80% of which are in some 50 projects in Massachusetts communities. *Beacon Communities* plans carefully, listens carefully to input from communities they choose to serve, incorporates much of those inputs into the final plans, and, most importantly, they produce what they have agreed to do.

As nearby examples, in Greenfield, *Beacon Communities* has done a beautiful 100+ unit, adaptive-reuse, renovation of an old manufacturing mill on Wells Street. In Easthampton, *Beacon Communities* developed the Tree House project which is a community of single-family homes designed for the needs of elders and for families who provide a home for or adopt children in the states' foster care program. This is an exemplary, innovative project.

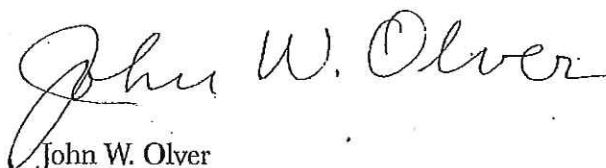
And right here in Amherst, *Beacon Communities*, 3 years ago, bought Rolling Green with its over 200 mixed-income apartments and assured the continuance of those units designated as affordable in perpetuity. This was so important for Amherst that Amherst committed \$1,250,000 from the Community Preservation Act account for the purchase and preservation of the affordable units. Since the purchase, *Beacon Communities* has invested approximately \$4.5 million (\$22,000/unit) to complete extensive renovations.

I urge the Zoning Board of Appeals to approve the "North Square" project. Both the housing and the commercial development is needed, especially in the North Amherst Village Center.

I believe the "North Square" will serve as a catalyst for additional investments in North Amherst Village Center.

I am confident that, when completed, Amherst will have good reason to be proud of the product.

Sincerely yours,



John W. Olver

Cc: Chair, Town of Amherst Select Board

Malloy, Nathaniel

From: Planning Department Email
Sent: Tuesday, January 17, 2017 8:08 AM
To: Malloy, Nathaniel; Brestrup, Christine; Toponce, Brandon; Tucker, Jonathan
Subject: FW: Suggestion for North Amherst Traffic

-----Original Message-----

From: gordongreen@earthlink.net [mailto:gordongreen@earthlink.net]
Sent: Saturday, January 14, 2017 6:43 AM
To: Planning Department Email <planning@amherstma.gov>; Public Works Dept
<publicworks@amherstma.gov>
Subject: Suggestion for North Amherst Traffic

Dear Town of Amherst Public Works and Planning Departments,

We understand from the last meeting of the zoning board of approvals that traffic planning is currently underway for the proposed new apartment complex and shopping center in North Amherst.

We are abutters and wanted to suggest an idea that could solve many of the issues neighbors have with the Beacon project, while allowing the project to forward at full scale, without major changes.

The crux of it is to close Cowls Rd to through traffic at the Montague Rd. side, and route traffic to the commercial area through Sunderland Rd. via an expanded intersection between Sunderland Rd. and Route 63. It may sound radical, but has many likely advantages to town finances and to the overall character of the area, not only to abutters. It would:

- Remove the need to redesign *two* intersections to support increased traffic, allowing resources to be focused on the single problematic intersection of Rt. 63 and Sunderland Rd., which already needs to be re-worked, especially if traffic were to increase as a result of the new apartment complex and businesses.
- Remove the need to purchase parts of Rt. 63 from the state, as it would no longer need to be modified to accommodate increased traffic at the intersection of Summer St., Cowls Rd., and Rt. 63.
- Maintain the current status of the residential strip at Montague Rd., one of the main concerns among homeowners in the area.
- Make Sunderland Rd. side of the new apartment complex the main access point, which is consistent with current commercial zoning and Cecil group charette.
- Spruce up the intersection of Rt. 63 and Sunderland Rd., which really needs it.
- Require only acquiring the property at the intersection of Sunderland and Rt. 63 (Parcel 5A-39: Ernies Garage, which has been for sale for years), removing the need to seize or purchase any residential homes or property adjacent to the intersection of Cowls Rd., Rt. 63, and Summer St.

-- Make available a bit of public greenspace for additional walking paths or a park, mitigating some of the effects of the increased density and impervious surface in the area, benefiting both current and future residents.

We can't speak for any other abutters, but this would certainly remove most of the concerns we have about the project.

Thank you very much for your efforts to make this project work for everyone.

Sincerely,

Gordon M. Green and Astrid Schween
150 Montague Rd.
Amherst, MA 01002

Town of



AMHERST

Massachusetts

TOWN HALL
4 Boltwood Avenue
Amherst, MA 01002-2351

HISTORICAL COMMISSION
(413) 259-3040
(413) 259-2402 [Fax]
planning@amherstma.gov

January 11, 2017

Memo to: Rob Morra, Building Commissioner
Brandon Toponce, Senior Planner
Nate Malloy, Senior Planner
Jennifer Gannet, Permit Administrator
From: Jonathan Tucker, Senior Planner
Subject: Historical Commission Decision - Stable/shed demolition at 134 Montague Road

At its Tuesday, January 10, 2017 meeting, the Amherst Historical Commission considered the proposed demolition of a 1950-1959 stable/shed on the W.D. Cowls property at 134 Montague Road. Under a Comprehensive Permit for a mixed-use affordable North Square project proposed by Beacon Communities on the interior of the property, the applicant had requested waiver of the requirement under Article 13 of the Amherst Zoning Bylaw for demolition delay review for the stable/shed.

The Historical Commission examined historical information about the structure developed by staff, and received a presentation from Mollye Lockwood, Vice President of Real Estate and Community Development for W. D. Cowls, Inc. (property owner) that included graphic information about the extent of the North Square project and current photographs of the stable/shed. A report on the asbestos content of the building's rolled roofing material was provided. It was noted that neither the project nor the demolition would alter either of the two historic residential buildings on Montague Road.

Member Janet Marquardt asked about the building's structural elements. Mr. Tucker answered that while some of the post and beam structural members of the building's frame appeared to be older and salvaged from other buildings, the photographs showed that most of the building's materials were modern. Ms. Lockwood noted that a number of the historic signs for local businesses displayed on the exterior of the building were in fact 'structural' since they were helping to hold the building together.

Member Jane Wald asked about the history of the building's use. Ms. Lockwood said that it had begun as a farm building in the 1950s. She was unsure if it had in fact been used as a stable, as indicated on a 1959 site plan, but it had evolved into serving as outdoor storage for the former cow barn, mill operation, and family purposes.

Member Steve Bloom said that he saw no reason to preserve the building. Member Ted Parker said that it had no architectural or cultural merit worth preserving.

After further discussion, Mr. Parker moved that the Historical Commission recommend to the Zoning Board of Appeals that the request to waive demolition delay review for this structure be granted. Ms. Marquardt seconded, and the Motion passed unanimously (7-0).

